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**User Agreement**

**Between the Social Security Administration (SSA)**

**And Requesting Party  
(BUSINESS NAME—Fill In)**

**for Consent Based Social Security Number  
Verification (CBSV)**

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## I. Purpose and Definitions

### A. Purpose

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

### B. Definitions

“**Agency**” means the Social Security Administration (SSA).

“**Authorized User**” means the employee who has been designated by the Requesting Party to submit requests and has successfully registered to use the CBSV system.

“**Client**” means the individual who is the SSN holder and is authorizing the verification of his/her SSN via the form SSA-89. Under SSA disclosure regulations, the legal guardian or parent of a minor may also authorize disclosure for the subject of the record.

“**Consent Form**” means the Form SSA-89 (Authorization for SSA to Release SSN Verification – **Attachment A**).

“**OCO**” means SSA’s Office of Central Operations.

“**OF**” means SSA’s Office of Finance.

“**Principal**” means the party which is the original requesting source for the SSN verification. The Principal may or may not be the Requesting Party but is the party to whom the SSN verification will ultimately be disclosed.

“**Requesting Party**” means the party signing this User Agreement with SSA.

“**Responsible Company Official**” means that officer or employee of the Requesting Party possessing authority to make legally binding commitments on behalf of the company.

“**SSA**” means the Social Security Administration.

“**SSN**” means the Social Security Number.

## **II. Legal Authority**

Legal authority for SSN verification is found in the Freedom of Information Act (FOIA), 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. The Requesting Party and any and all of its employees, officers, directors, agents, servants, subsidiaries, personal and legal representatives, affiliates, successors, assigns, contractors, etc., (collectively “Requesting Party”) shall abide by and be bound by all of the terms and conditions of this User Agreement.

## **III. SSN Verification and Use**

SSA will verify SSNs solely for the purpose(s) specified on the individual Consent Forms associated with the verification requests (Form SSA-89, Authorization for SSA to Release SSN Verification – **Attachment A**). The Requesting Party may use the verified SSN only for the purpose(s) specified by the individual signing Form SSA-89 (“the Client”). Exceeding the scope of the consent could violate state or Federal law and subject the Requesting Party to legal consequences. SSA recognizes that the Requesting Party may seek verification of the Client’s SSN on behalf of a business organization (“the Principal”) pursuant to the terms of the Consent Form. In this case, the Requesting Party shall ensure that 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.

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.

SSA’s verification of an SSN does not provide proof or confirmation of identity.

## **IV. Consent**

A standardized Consent Form, Form SSA-89 (Authorization for SSA to Release SSN Verification), is included as **Attachment A** to this User Agreement.

SSA will provide SSN verification information only about individuals from whom the Requesting Party has obtained a signed Form SSA-89. The Requesting Party must obtain a signed Form SSA-89 from each person for whom SSN verification is sought. Date of birth must be completed on the Consent Form. No alterations may be made to the Form SSA-89. The Requesting Party shall not request an SSN verification from

SSA prior to receiving physical possession of a signed Form SSA-89. The request for SSN verification must be received by SSA within 90 days from the date the Form SSA-89 is signed, unless the individual signing the Form SSA-89 (the Client) has established an alternate timeframe. If the Client has established an alternate timeframe, the request must be received by SSA within the alternate timeframe.

The Requesting Party must retain the signed Forms SSA-89 for a period of seven years from the date of verification. The Requesting Party may retain the signed Form SSA-89 electronically or on paper. The Requesting Party shall protect the confidentiality of Forms SSA-89 and the information contained on them and protect the associated record of SSN verification. The Requesting Party is also required to protect the Forms SSA-89 from loss or destruction by taking the measures below.

If the Requesting Party chooses to retain Forms SSA-89 in paper format, the Requesting Party must store the Forms SSA-89 in a locked, fireproof storage receptacle. Access to this receptacle shall be restricted to those individuals who were authorized on Form SSA-88 (Pre-Approval Form for CBSV – **Attachment C**). If the Requesting Party chooses to retain Forms SSA-89 electronically, the Requesting Party shall password protect any electronic files used for storage, restrict access to the files to authorized individuals, and ensure disaster recovery procedures are in place and have been followed. If data is stored on removable electronic media (such as CDs) the Requesting Party must encrypt the data. Any removable electronic media shall be stored in a locked, fireproof storage receptacle. When either of the electronic storage means above is used, the original paper consent forms will be destroyed.

SSA may make onsite inspections of the requester's site including a systems review to ensure that the above required precautions have been taken to protect the Forms SSA-89 and the information contained on the forms and to assess system security overall.

Each request submitted to SSA shall contain a data field indicating that to the user's best information, knowledge, or belief, the request is supported by a valid signed and dated consent form in accordance with all requirements under this Agreement. In addition, each Authorized User shall, upon registration as an Authorized User, sign a certification form (i) indicating that the user shall submit requests to SSA only when the user has information, knowledge, or a reasonable belief that the requests are supported by the requisite consent forms, and (ii) acknowledging that any request submitted to SSA without a reasonable basis for believing it is supported by the requisite consent form is subject to appropriate penalties.

## V. **Attestation Statement**

A Responsible Company Official must sign the Attestation Statement (**Attachment B**) indicating understanding of the Privacy Act restrictions relating to the use of this service. The signed and dated Statement must be submitted to SSA with this 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, a new Responsible Company Official must submit a new signed Attestation Statement prior to the submission of any new SSN verification requests.

## **VI. Compliance Reviews**

The Requesting Party's performance of the terms and conditions of this User Agreement shall be reviewed by an independent private sector Certified Public Accountant (CPA).

**Attachment E**, CBSV Compliance Review (Audit)—Criteria, are the criteria that shall be used in performance of the compliance review.

SSA will determine the frequency with which the Requesting Party is audited. In general, the Agency anticipates annual reviews with additional reviews as determined appropriate. The actual date of the reviews will be determined by SSA in agreement with the reviewing CPA.

The CPA will follow standards established by the American Institute of Certified Public Accountants. The CPA, who shall be selected by the Requesting Party, shall have no professional or personal affiliation with the Requesting Party, including previous employment with the Requesting Party. The Requester may use the CPA that performs its annual financial audit for the compliance review described herein.

The Requesting Party shall provide a copy of all applicable User Agreements in their entirety to the reviewing CPA. In addition, the Requesting Party shall inform SSA of the name, address, telephone number, and professional affiliation of the selected CPA not more than 30 working days after this User Agreement is signed, and not more than 60 days after any new CPA is substituted for the previous CPA.

The Requesting Party shall inform all of its Principals of the requirement to produce supporting documentation upon request for purposes of compliance reviews.

The CPA shall provide a report containing the results of the review to the designated SSA contact within 30 days after the review is conducted. The CPA shall 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.

The Requesting Party shall contract for and bear the cost of the reviews and is responsible for retaining the services of a CPA for CBSV review purposes. However, SSA has the right to change the method by which the CPA is selected at a future time.

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, at its discretion, decide to:

- Perform its own onsite inspection, audit, compliance review, etc.; and/or
- Refer the report to its Office of the Inspector General for appropriate action, including referral to the Department of Justice for criminal prosecution; and/or
- Cancel this User Agreement; and/or
- Take any other action the Agency deems appropriate.

## **VII. Responsibilities**

### Requesting Party's Responsibilities:

The Requesting Party agrees to provide SSA with an electronic file through the CBSV website on Business Services Online (BSO) either in batch mode format for response in two to three business days or as a single request for real-time response. Alternately, the Requesting Party may submit their request through a web service platform that conforms to SSA's data configuration for a real time response. All requests will specify the name, date of birth, and SSN of each individual whose SSN the Requesting Party seeks to verify.

The Requesting Party agrees to complete Form SSA-88 (Pre-Approval Form for CBSV – **Attachment C**). The Requesting Party's Responsible Company Official shall provide the name, SSN, phone number, and email address of each employee authorized to use CBSV on Form SSA-88. 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 CBSV) for any employee authorized to use CBSV. The Requesting Party's Responsible Company Official will also notify SSA if they wish to revoke any employee's authorization to use SSA's CBSV. The registration process will be completed by issuance of a unique access code by SSA to the Responsible Company Official. The Responsible Company Official is required to provide this code to the Authorized User 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 receiving SSN verification requests, or method for providing results.

### 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 "identity verification"; and
- 3) The Requesting Party further acknowledges that it is specifically prohibited from advertising that SSN verification provides or serves as identity verification; and
- 4) The Requesting Party acknowledges that SSA has the right of access to all company books and records associated with the CBSV program at any time.

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

#### SSA's Responsibilities:

SSA agrees to compare the information furnished by the Requesting Party with the information in SSA's Master File of SSN Holders and SSN Applications System of Records.

For Requesting Parties who submit batch files through the BSO website, SSA will provide the Requesting Party with a submission confirmation posted on the CBSV portion of the BSO web site. Requesting Parties will also be able to download their verification request results file from this web page. The status for submitted files will be provided on the CBSV web site.

Results for requests submitted via batch mode upload will generally be available within two to three SSA business days. Files submitted using the web service will receive real-time response. However, SSA mission-related work will have priority over verification requests on SSA's information systems and, therefore, SSA does not guarantee that verification request results will be available to the Requesting Party within a specified time frame. SSA's posting of verification request results may be delayed while SSA performs mission-related work, or while SSA performs systems maintenance.

## **VIII. Technical Specifications and Systems Security & Related Business Process Requirements**

The Requester will not have direct access to SSA's databases. The requests for Record Information sent to SSA must be encrypted. The Requester must use 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. Transmission of data should be accomplished using TLS protocol (TLS 1.0) as specified in NIST Special Publication 800-52. <http://csrc.nist.gov/publications/nistbul/July-2005.pdf>.

The Requesting Party shall secure, at its own expense, the necessary hardware, software, etc. to establish connection to CBSV either through the BSO website or through use of the web service. The Requesting Party must have, and shall provide at its own expense, Internet access in order to access the CBSV portion of the BSO web site. The Requesting Party shall provide SSA with a valid e-mail address so that SSA may communicate with the Requesting Party via electronic mail.

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 CBSV, are the responsibility of the Requesting Party.

SSA shall provide the Requesting Party with a copy of SSA's User's Guide, 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's Guide.

## **IX. Referral of Individuals to SSA**

If SSA returns a "no-match" (Verification Code does not equal BLANK, See SSA's User's Guide) to the Requesting Party, the Requesting Party will take the following actions before making any referrals to SSA Field Offices for action:

1. The Requesting Party will determine whether the data submitted to SSA matches the data contained in the Requesting Party's records. If it does not match, the Requesting Party should resubmit the corrected data to SSA for verification. The cost for the resubmission will be borne by the Requesting Party.
2. If the data in the Requesting Party's records matches the data submitted to SSA, then the Requesting Party will re-contact the individual who is the subject of the request to verify the original data provided. If the individual corrects the original data, the Requesting Party should submit the corrected data to SSA for verification. The cost for the resubmission will be borne by the Requesting Party.

If the Requesting Party cannot resolve the data discrepancy, the Requesting Party will refer the individual to a SSA Field Office to determine the nature of the problem.

## X. 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.

Upon signing this agreement, the Requesting Party shall deposit with SSA, either by company check or company credit card, a one time \$5000 nonrefundable registration fee which will be applied to future transaction fees. Payment for transaction fees will be submitted with Form SSA-1235 (Agreement Covering Reimbursable Services— **Attachment D** (see section XI below).

Upon notification by SSA of the per cost transaction fee, the Requesting Party must submit the total record processing fees for the estimated number of requests the Requesting Party expects to submit for the entire fiscal year via Form SSA-1235. SSA will credit the account of the Requesting Party and “draw down” deposited funds as services are rendered. Services will be provided only if sufficient funds are on deposit in the Requesting Party’s credit account. No interest shall accrue to the Requesting Party’s account. **If any file submitted does not conform to the requirements of the User Agreement or the User Guide, the Requesting Party is still liable for the full record processing cost for that file.**

The anticipated annual transaction costs must be submitted by the Requesting Party each year with the signed Form SSA-1235 (Agreement Covering Reimbursable Services).

Periodically, but no less frequently than annually, **SSA will recalculate its costs related to providing the services in this Agreement and will adjust the fees charged accordingly.** Such recalculations will not require amendment to this Agreement but may require an additional advance payment from the Requesting Party.

## XI. Duration of Agreement, Suspension of Services, Annual SSA-1235

### Duration of Agreement

This User Agreement is effective upon signature of both parties and shall remain in effect until one or more of the following events occur:

- SSA provides all Requesting Parties with written notice of SSA’s decision to cancel the provision of SSN verification services. SSA may cancel the provision of SSN verification services to all parties at its discretion. SSA’s cancellation of SSN verification services shall take effect five days from the date of such notice. The

Requesting Party specifically waives any right to judicial review of SSA's decision to cancel the provision of SSN verification services;

- 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 30 days after the date of the notice or at a later date specified in the notice;
- SSA and the Requesting Party mutually agree to cancel the Agreement;
- SSA cancels the Agreement as permitted under section VI , Compliance Reviews; and/or
- Cancellation of the Agreement is required by law and shall be effective as specified.

#### Suspension of Services

Notwithstanding any other provision of this Agreement, SSA may unilaterally suspend access of the Requesting Party to SSN verification 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. SSA will send the Requesting Party written notice that its access to SSN verification services is suspended and the reasons therefore. SSA's notice of suspension will be sent by e-mail to the individual listed in Article XVII below as the Responsible Company Official.

If the Requesting Party disputes SSA's decision to suspend, the Requesting Party may contest SSA's action by sending a letter setting forth its rationale for contesting SSA's action to SSA's CBSV Agreement Coordinator at the address specified in Section XVI. Such letters must be received by SSA within five calendar days from the date the SSA transmitted the notice of suspension to the Responsible Company Official.

If the Requesting Party disputes SSA's decision to suspend access to SSN verification services, SSA will review the letter submitted by the Requesting Party. After that review, SSA may: 1) lift the suspension; 2) continue the suspension; or, 3) cancel this Agreement. SSA will provide the Requesting Party with written notice of its decision to: 1) lift the suspension; 2) continue the suspension; or, 3) cancel this Agreement.

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

#### Annual SSA-1235

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 D). 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 Agreement in fiscal year (FY) 200X (Fill In).**

Because SSA's performance under this Agreement could span 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 herein. Such Forms SSA-1235 will be signed by the parties on or about the commencement of SSA's fiscal year (October 1<sup>st</sup>). SSA's ability to perform work for fiscal years beyond the current fiscal year is subject to the availability of funds.

## **XII. 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 requests are to be received and results provided to business partners, limit on number of verification requests, etc.) and/or;
- Fee Adjustment Notices

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.

### **Other Amendments**

Regarding other types of matters not included in the Unilateral Amendment section above, either party may request amendment of this User Agreement at any time. Such a request must be made in writing. Written notification of failure to reach agreement on a request for amendment shall constitute notice of cancellation under Article XI, Duration of Agreement, unless the party requesting the amendment withdraws its request.

## **XIII. Indemnification**

Notwithstanding any other provision of this 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 Agreement. SSA shall not be responsible for reimbursing the Requesting Party any costs incurred by the Requesting Party pursuant to this Agreement.

#### **XIV. Disclaimers**

SSA is not liable for any damages or loss resulting from errors in information provided to the Requesting Party under this Reimbursable 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, the services must be re-performed by SSA, the additional cost thereof will be treated as a part of the full costs incurred in compiling and furnishing such information and will be paid by the Requesting Party.

The delivery by SSA of the goods and/or services described herein and the timeliness of said 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.

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

#### **XV. Integration**

This Reimbursable 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 Reimbursable Agreement. This Reimbursable Agreement shall take precedence over any other documents that may be in conflict with it.

**XVI. Resolution Mechanism**

In the event of a disagreement between the parties to this Reimbursable 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, Office of Budget, Finance and Management, who will render a final determination binding on both parties.

**XVII. Persons to Contact**

**SSA Contacts:**

User Agreement Liaison and Computer Systems Issues

CBSV Agreement Coordinator  
P. O. Box 33006  
Baltimore, MD 21290-3006  
Telephone: 410-966-5991  
Electronic Mail: [verificationinfo@ssa.gov](mailto:verificationinfo@ssa.gov)

Billing and Payment Issues

Office of Finance  
2-K-5 East Low Rise  
6401 Security Blvd.  
Baltimore, MD 21235-6401  
410-965-0729

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):

Social Security Administration  
6401 Security Blvd.  
P.O. Box 17042  
Baltimore, Maryland 21235

**Requesting Party Contacts:**

Company Name: \_\_\_\_\_

Responsible Company Official: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Electronic Mail: \_\_\_\_\_

Attachments:

Attachment A - Form SSA-89 (Authorization for SSA to Release SSN Verification)

Attachment B - Attestation Statement

Attachment C - Form SSA-88 (Pre-Approval Form for CBSV)

Attachment D - Form SSA-1235 (Agreement Covering Reimbursable Services)

Attachment E - CBSV Compliance Review (Audit) -- Criteria

**XVIII. 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 Reimbursable Agreement.

**For SSA:**

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Social Security Administration

**For Requesting Party:**

\_\_\_\_\_ Date \_\_\_\_\_  
(Signature)  
Printed name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_

Attachment A - Form SSA 89

Form Approved

Form Approved  
OMB #0960-\_\_\_\_\_

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

Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ SSN \_\_\_\_\_

I am conducting the following business transaction

\_\_\_\_\_  
[Identify a specific purpose. Example—seeking a mortgage from the Company- “identity verification” or “identity proof or confirmation” is not acceptable.].

with the following company (“the Company”):

Company Name 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 that person’s legal guardian. 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.

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**This consent is valid only for 90 days from the date signed, unless indicated otherwise by the individual named above.**

Contact information of individual signing authorization:

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Form SSA-89

**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 [www.ssa.gov/bs0/cbsvInstructions.html](http://www.ssa.gov/bs0/cbsvInstructions.html)

**Attachment B - Attestation Statement**

**ATTESTATION STATEMENT FOR  
USING THE SSN VERIFICATION PROCESS**

Name and address of company requesting services:

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I understand that the Social Security Administration will verify Social Security Numbers 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 the Social Security Administration 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.

**[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 C - Form SSA-88**

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

|   |
|---|
| <b>COMPANY REGISTRATION</b>   |
| 1. Name of the Company  |
| 2. Company Address (P.O. Box alone is not acceptable)<br><br>Address Line 1 _____<br><br>Address Line 2 _____<br><br>City, State, Zip _____   |
| 3. EIN (Employer Identification Number)<br>(Provide primary EIN if your company uses more than one.)  |
| <b>EMPLOYEE(S) AUTHORIZED TO USE CBSV</b>   |
| 4. Name of Employee(s) Authorized to Use CBSV:  |
| 5. SSN of Employee(s) Authorized to Use CBSV:   |
| 6. Telephone Number of Employee(s) Authorized to Use CBSV:<br>(include area code)   |
| 7. Email Address of Employee(s) Authorized to Use CBSV:   |
| <b>AUTHORIZED SIGNATURE OF COMPANY MANAGER OR<br/>AUTHORIZED REPRESENTATIVE</b>   |
| 8. _____<br>Name of Company Manager or Authorized Representative (print or type)<br><br>_____<br>Signature of Company Manager or Authorized Representative<br><br>_____<br>Title _____ Date _____<br><br>_____<br>Telephone Number (include area code)<br><br>_____ |

Email 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**

### **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 D - Form SSA-1235**

Social Security Administration

| AGREEMENT COVERING REIMBURSABLE SERVICES                      |               |                                       |          |          |
|---|---------------|---------------------------------------|----------|----------|
| JOB NUMBER  | CAN:          |                                       | SOC:     |          |
|   | SSA DUNS/BPN: | 927645598                             | SSA TAS: |          |
|   | SSA BETC:     | COLL                                  | SSA ALC: | 28040001 |
|   | SSA EIN:      | 526004813                             |          |          |
| REQUESTING ORGANIZATION                                       |               |                                       |          |          |
| NAME/ADDRESS  |               | BEGINNING AND ENDING DATES            |          |          |
| ACCOUNTING DATA (for Government Agencies)                     |               | Employer Identification Number (EIN): |          |          |
| Appropriation/TAS:  |               | DUNS/BPN:                             |          |          |
| ALC:  |               |                                       |          |          |
| BETC:   | DISB          |                                       |          |          |
| TYPE OF SERVICE REQUESTED                                     |               |                                       |          |          |
| PROJECT TITLE OR KIND OF SERVICES                             |               |                                       |          |          |
| DESCRIPTION OF SERVICES                                       |               |                                       |          |          |
| REFERENCES TO CORRESPONDENCE ON THIS MATTER (copies attached) |               |                                       |          |          |
| 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     | TOTAL PROJECT                         |          |          |
|   |               | EACH REQUEST                          |          |          |
| SSA AUTHORIZATION   |               |                                       |          |          |
| PRINTED NAME  |               |                                       |          |          |
| TITLE   |               |                                       |          |          |
| SIGNATURE   |               |                                       | DATE     |          |

| <b>ACCEPTANCE - FOR USE OF REQUESTING ORGANIZATION</b>   |              |             |
|--|--------------|-------------|
| Please provide the services requested above. We agree to pay you the full cost of such services in the amount or amounts to be determined by you prior to any work being performed; and we also agree to all of the terms and conditions stated in the accompanying MOA. |              |             |
| <b>NAME OF ORGANIZATION'S PROJECT COORDINATOR</b>  | <b>TITLE</b> |             |
| <b>NAME &amp; SIGNATURE OF AUTHORIZING OFFICIAL</b>  | <b>TITLE</b> | <b>DATE</b> |

Form **SSA-1235** (02-2007) Destroy Prior Editions

## **Attachment E - CBSV Compliance Review (Audit) --Criteria**

### **General:**

1. The Requesting Party shall bear all costs associated with the compliance review in accordance with the User Agreement signed with the Social Security Administration.
2. The Requesting Party shall provide a copy of all applicable User Agreements in their entirety to the reviewing certified public accountant (CPA).
3. The CPA must adhere to the professional standards established by the American Institute of Certified Public Accountants and other applicable standards.
4. The CPA shall determine the procedures by which the following compliance review criteria will be verified including the sample size for each criterion and how each sample will be drawn. SSA will provide the size of the universe (i.e., the total number of SSNs verified by the company during the period to be audited) to assist the CPA in determining a statistically valid sample size. The CPA has the option of requesting additional SSA data to assist in the compliance review.
5. Terms that have a special meaning in the User Agreement are defined in Section I.B. of the User Agreement.

### **Compliance Review Criteria:**

1. Verify that the Principal (the company's client) used the SSN verification for the purpose(s) specified on the SSA-89 signed by the individual.
2. Send confirmation letters (or use other form of re-contact) to a limited number of individuals signing Form SSA-89 to verify that the Client gave authorization to obtain the SSN verification and release it to the Requesting Party (if applicable) and the Principal for the stated purpose.
3. Confirm that a signed Form SSA-89 was used to obtain consent in all cases.
4. Verify that the Requesting Party used the SSN verification **only** for the purpose(s) specified on the SSA-89 signed by the individual.
5. Review and confirm that the SSA-89 was completed in its entirety, without alterations, including signature, date, contact information for the authorizing party and the stated purpose.
6. Confirm that the purpose stated on the SSA-89 identifies a specific purpose (e.g., "mortgage application") and is not a general purpose (e.g., "identity verification" or "identity proof or confirmation").

7. Verify that the submission date for the SSN verification was after the date the SSA-89 was signed and dated.
8. Verify that the submission date for the SSN verification was not more than 90 days after the SSA-89 was signed and dated unless the authorizing individual specified an alternate timeframe. If so, verify that the submission date was within the alternate timeframe.
9. Verify that the company is retaining consent forms for seven years from the date of the SSN verification.
10. Document the Requesting Party's record retention policy, and verify the procedures are followed as it relates to the particular circumstances outlined below:
  - a. Paper – Verify that the consent forms are stored in a locked fireproof storage cabinet, and confirm that only authorized personnel have access to these files as stated on the SSA-88.
  - b. Electronic – Verify that the consent forms are password protected, and confirm that only authorized personnel have access to these files as stated on the SSA-88. Verify 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. Verify that consent forms converted to electronic media have been destroyed. Verify that disaster recovery procedures are in place and are being followed.
  - c. Removable Electronic Media – Verify that all data has been encrypted, and confirm that such removable electronic media is stored in a locked, fireproof storage receptacle. Confirm that only authorized users have access to this media. Verify that the paper consent forms have been properly destroyed after being stored electronically.
11. Verify that 1) the Attestation Statement is current and, 2) that the signer's authority includes authority to financially bind the company and bear responsibility for CBSV SSN verification.
12. Verify that the SSA-88s are current (employee is still employed by the company and is still performing CBSV duties).
13. Verify that the access code sent to the Designated Company Official has only been given to the Authorized User and is properly safeguarded from improper disclosure.

14. For Requesting Parties that are not Principals, review the agreements between the company and its Principals (clients) to ensure the agreements include the restrictions on, and penalties for, reuse and re-disclosure.
15. For Requesting Parties that are not Principals, ensure the company has not informed the Principal (client) of the result of the SSN verification prior to receiving the SSN verification from SSA.
16. For Requesting Parties that are not Principals, ensure the company has correctly relayed to the Principal (client) the information regarding the SSN verification received from SSA.

**Report Requirements:**

1. The CPA shall provide a report containing the results of the review to SSA within 30 days after the review is conducted.
2. The report shall conform to the American Institute of Certified Public Accountants and other applicable standards.
3. At its discretion, SSA may request copies of the reviewer's work papers and test plans.
4. Any questions regarding review activities as well as the final review report shall be directed to:

SSA  
OPSOS, Fee Based Disclosure Team  
4334 Annex Building  
6401 Security Blvd.  
Baltimore, MD 21235-6401  
Name, Email and Telephone: will be provided when agreement is signed