

**REIMBURSABLE AGREEMENT
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION (SSA)
and
XXX (PERMITTED ENTITY)
for
ELECTRONIC CONSENT BASED SOCIAL SECURITY NUMBER VERIFICATION
(eCBSV)**

SSA Agreement Number: XXXXXXXX

I. PURPOSE:

The purpose of this Agreement is to establish the conditions, terms, and safeguards under which the Social Security Administration (SSA or Agency) will allow XXX (Permitted Entity) to participate in the first small rollout of the electronic eCBSV service. SSA will implement the first small rollout in the Spring/Summer of 2020.

II. BACKGROUND:

On May 24, 2018, the Economic Growth, Regulatory Relief, and Consumer Protection Act, Pub. L. No. 115-174, 132 Stat. 1296 (2018) (the Banking Bill), became law. The purpose of Section 215 of the Banking Bill titled, “Reducing Identity Fraud,” is to reduce synthetic identity fraud. Section 215 of the Banking Bill requires SSA to provide a permitted entity confirmation (or non-confirmation) of fraud protection data (SSN verification) based on the number holder’s written consent, including by electronic signature.

To meet the requirements of section 215 of the Banking Bill, SSA must either modify an existing system or develop a new system to perform SSN verifications for “permitted entities” as defined in the Banking Bill. The verification system must be scalable and accommodate reasonably anticipated volumes of SSN verification requests from permitted entities with commercially reasonable uptime and availability. The verification system must allow permitted entities to submit one or more individual requests electronically for real-time machine-to-machine (or similar functionality) responses; and multiple requests electronically, such as those provided in a batch format. SSA must respond to the requests within 24 hours. The Banking Bill requires permitted entities to reimburse SSA for the cost of this work. SSA may not begin development of the verification system to carry out the Banking Bill until it collects 50 percent of the program startup costs from users of the system. In addition, the Banking Bill requires the Commissioner to ensure the agency has a certification from the permitted entity dated not more than 2 years before the date such SSN verifications are provided. SSA may also conduct audits and monitoring to ensure proper use of the system.

III. SCOPE OF WORK:

A. SSA's Responsibilities:

1. SSA will allow the Permitted Entity to participate in the first small rollout of the eCBSV service. The tentative implementation date is June 2020.
2. SSA will provide the Permitted Entity a separate user agreement, including another reimbursable agreement, at the time of implementation of the first small rollout.

B. Permitted Entity's Responsibilities:

1. The Permitted Entity will make an advance payment in the amount specified on the Form SSA-1235, which is equal to 50 percent of its prorated portion of the agency's program startup costs. The agency will apply the advance payment towards the Permitted Entity's future costs.
2. The Permitted Entity will execute the agency's separate user agreement and provide additional funding to fully advance fund all estimated transactions for a 365-day period.

IV. COSTS OF SERVICE

SSA may not begin development of the verification system to carry out the Banking Bill until it collects 50 percent of the program startup costs from permitted entities who will use the system. SSA calculated the full program startup costs required for the first small rollout and determined prorated amounts payable by each permitted entity based on volume estimates. The agency will apply the funds paid by the Permitted Entity under this agreement towards the Permitted Entity's future costs.

V. DURATION OF AGREEMENT:

The period of performance of this Agreement is August 1, 2019 to September 30, 2019. This is a one-time agreement and is not renewable.

VI. MODIFICATION AND TERMINATION:

The parties may make mutual modifications to this Agreement in writing. Either party upon 30 days' advance written notice may terminate this Agreement. If the Permitted Entity cancels the order, SSA will collect costs incurred prior to cancellation of the order plus any termination costs.

VII. CONTACTS:

A. SSA Contacts

- 1) eCBSV Project Team
Email: eCBSV@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.eCBSV@SSA.GOV

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

B. PERMITTED ENTITY CONTACTS

(enter contacts)

VIII. FUNDING:

The Permitted Entity will make payments to SSA as follows:

The Permitted Entity will submit payment of the 50 percent funding amount, as stated on the Form SSA-1235, via Pay.gov with this completed financial agreement. In addition, and prior to participation in the first small rollout of eCBSV, the Permitted Entity will be required to complete a separate agreement package to include a user agreement and provide an advance payment equal to the Permitted Entity's prorated share of 100 percent of SSA's remaining estimated costs for a 365-day period of performance starting with the date of execution of the new agreement. SSA will credit the account of the Permitted Entity pending implementation of the small rollout. No interest shall accrue to the Permitted Entity's 50 percent deposit.

IX. LEGAL AUTHORITY:

Legal authority for collecting 50 percent of the agency's program startup costs is the Economic Growth, Regulatory Relief, and Consumer Protection Act, Pub. L. No. 115-74, 132 Stat. 1296 (2018), section 215, "Reducing Identity Fraud."

X. DISCLAIMERS:

- A. SSA is not liable for any damages or loss resulting from errors in information provided to the Permitted Entity under this Agreement. Furthermore, SSA is not liable for damages or loss resulting from the destruction of any materials or data provided by the Permitted Entity. All information furnished to the Permitted Entity 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 Permitted Entity.
- B. 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.
- C. Title to and ownership of any property purchased from funds transferred under this Agreement will reside with SSA.

XI. INTEGRATION:

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

XII. RESOLUTION MECHANISM:

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

XIII. 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 Agreement.

The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

SOCIAL SECURITY ADMINISTRATION

PERMITTED ENTITY

Laura Train
Associate Commissioner
Data Exchange, Policy Publications, and
International Negotiations

Date: _____

Name
Title
Permitted Entity's Name

Date: _____