

MEMORANDUM OF UNDERSTANDING

Between

**THE FEDERAL BUREAU OF PRISONS
and
THE SOCIAL SECURITY ADMINISTRATION
for**

PRERELEASE PLANNING ASSISTANCE TO BOP INMATES

The parties hereby agree as follows:

I. PURPOSE AND SCOPE

- A. The purpose of this Memorandum of Understanding (MOU) is to detail the prerelease planning procedures for the Federal Bureau of Prisons (BOP) and the Social Security Administration (SSA) to follow regarding inmates' applications for Social Security and Supplemental Security Income (SSI) benefits. The process outlined in this MOU will allow inmates to apply for benefits before they are released (a prerelease claim), so that the released inmates can begin receiving the benefits soon after their release from BOP custody. This will ensure that inmates who are determined to be eligible for benefits have a source of income when they reenter the community.
- B. This MOU clarifies the procedures and responsibilities of the parties for prerelease planning of inmates' application for Social Security and SSI benefits.
- C. This MOU is intended to provide guidance for the development of local procedures between SSA field offices and BOP correctional facilities and efficient prerelease application development and processing to provide to the released inmates access to Social Security benefits upon or soon after their release to the community.

This MOU supersedes any prior prelease agreement between the parties. Nothing in this MOU alters the BOP-SSA MOU to process certain inmate requests for replacement Social Security Number cards.

- D. This MOU will not be construed to affect any pre-existing, independent relationship or obligation on any other subject matter between the parties or with another party or parties.

II. LEGAL AUTHORITY

The parties' legal authority to enter into this MOU is 18 U.S.C. § 4001(b)(2) and 4042(a)(3). SSA's disclosure authority for consent-based disclosures under this MOU is 5 U.S.C. § 552a(b) and 20 C.F.R. § 401.100.

III. RESPONSIBILITIES OF THE PARTIES

A. SSA will:

1. Provide national guidelines for SSA field offices for processing prerelease claims for BOP inmates. Within the framework of the guidelines, SSA field offices will provide procedures for working with their local BOP facilities to develop additional local procedures that may be necessary to achieve the desired results by all parties.
2. Appoint a national SSA liaison to serve as the point of contact for BOP headquarters staff. SSA will appoint one point of contact at each local SSA office that services each BOP correctional institution(s) or BOP-contracted facility(ies) to assist with inquiries and claims. The SSA office that services a BOP facility will be responsible for processing prerelease claims for inmates in that BOP facility.
3. Notify the BOP points of contact of changes in SSA servicing office points of contact.
4. Receive and process an inmate's signed consent form (Form SSA-3288 – Social Security Consent for Release of Information), which is required prior to release of information to BOP staff involved with processing the inmate's prerelease claim.
5. Provide BOP with information about eligibility requirements for Social Security and SSI benefits for BOP to share with inmates.
6. Provide the BOP with all necessary application forms (including the Authorization to Disclose Information forms (SSA-827)) and instructions (to include a checklist of the necessary forms for inmate use) for distribution to inmates who wish to apply for Social Security or SSI and provide updates to forms and instructions as changes occur. SSA intends to process the applications using existing methods as permitted.
7. Mail the completed Authorization to Disclose Information form (SSA-827)

directly to the POC at the facility that maintains the inmate's medical records.

8. Accept prerelease claims using the following timeframes:
 - For Social Security and SSI disability claims: accept prerelease claims 120 days prior to the inmate's scheduled date of release from BOP custody or 120 days prior to the home confinement placement date.
 - For Social Security retirement and survivor's claims, as well as SSI aged claims (age 65 or older): accept prerelease claims within 30 days prior to the inmate's scheduled date of release from BOP custody or 30 days prior to the home confinement placement date.
9. Follow existing SSA procedures when the BOP facility releases an inmate who has filed a prerelease claim and leaves the service area of the local SSA office. The local SSA office will transfer the prerelease claim to the SSA office that services the inmate's new address. In so doing, the local SSA office will follow existing SSA procedures for the electronic transfer of claims.

For prerelease claims originating prior to a transfer of an inmate from BOP facility in one location to a BOP-contracted facility or home confinement in another location, SSA will transfer the prerelease claim to the new local servicing SSA field office.

SSA acknowledges that some BOP inmates affected by this MOU are housed in residential reentry centers (RRCs). Such inmates are thus in facilities operated by contractors, and not in institutions operated by the BOP. Such RRC contractors are not parties to this MOU, and this MOU will not be incorporated via modification to such RRC-BOP contracts. As such, the BOP cannot require RRC contractors to perform any specific actions to facilitate such inmate access.

10. Ensure that the SSA servicing office review prerelease procedures with the local BOP facility on an as-needed basis and whenever there is a change in policy or procedure that necessitates review.
11. Make reasonable efforts to process prerelease claims in a timely manner to facilitate inmates' continuity of care.
12. Notify the inmate of the Social Security or SSI eligibility determination.

B. BOP will:

1. Provide guidelines to BOP facilities in order to maintain consistent procedures nationwide. BOP facilities will be provided the procedures for working with their local SSA field office to develop additional local procedures that may be necessary to achieve the desired results by all parties.
2. Appoint a national BOP liaison to serve as the point of contact for SSA headquarters staff. Appoint one point of contact at each BOP correctional facility to assist its local servicing SSA office with inquiries and concerns regarding prerelease claims. Appoint one point of contact at each BOP correctional facility for SSA to send the SSA-827 for obtaining medical records.
3. Notify SSA servicing office points of contact of changes in BOP points of contact.
4. Provide inmates access to eligibility information to use to determine potential eligibility for Social Security Benefits and SSI.
5. Provide inmates with the necessary SSA forms and contact information for the local servicing SSA office that will process the inmates' prerelease claims.
6. Permit the inmate to contact SSA field office staff to apply for benefits and to discuss other matters necessary for the processing of the inmate's prerelease claim(s), using existing methods as permitted. In no circumstances will BOP staff - in any formal or informal capacity - perform any responsibilities or duties of the SSA such as formally reviewing an inmate's application to ensure compliance with SSA requirements or making any SSI eligibility determinations.
7. Inform inmates that for SSA to disclose information to the BOP, the form SSA-3288 must have the information contained in exhibit A.
8. Inform inmates of the need for the inclusion of a signed medical release (form SSA-827 - Authorization to Disclose Information to the Social Security Administration) and medical history form (form SSA-3368 - Adult Disability Report) with the application when the inmates file for disability benefits under Social Security or SSI.
9. Provide all requested medical evidence upon receipt of the SSA-827

consistent with SSA guidelines and recommendations of the Disability Determination Services.

10. Inform inmates filing a prerelease claim to notify the local SSA field office if there is a change in their release date.
11. Track all prerelease claim referrals and respond to any local servicing office inquiries.
12. Provide the released inmate with documents to verify the inmate's formal release and date from custody (e.g., Release and Gratuities form, Notice of Release and Arrival).
13. Advise inmates that they must contact the servicing SSA field office when the inmate leaves the BOP facility and provide their new address and phone number (e.g., home, BOP contracted facility, different correctional institution).
14. Not discourage RRC contractors or RRC contractor staff members from facilitating inmate access to SSA field offices for inmates in their facilities who wish to apply for benefits or have already begun the application process as per this MOU.

III. FINANCIAL PROVISIONS:

- A. Each party will bear its own costs for the administration of the program under this MOU.
- B. Nothing contained in this agreement obligates the parties to any expenditure or obligation of funds in excess or in advance of appropriations in violation of the Antideficiency Act, 31 U.S.C. § 1341.

IV. GENERAL PROVISIONS:

A. PERIOD OF AGREEMENT/TERMINATION:

1. This MOU will become effective on upon all required signatures and will remain in effect for five (5) years. On or before the expiration of the 5-year term, the parties may agree to renew this MOU for additional term(s).
2. This MOU may be terminated at any time by mutual written concurrence of both parties or by either party providing sixty (60) calendar days advanced

written notice to the other party. In addition, SSA may immediately and unilaterally suspend the data disclosure and terminate this agreement if SSA, in its sole discretion, determines that BOP has violated or failed to comply with the terms and conditions of this agreement.

- B. **MODIFICATION PROCEDURES:** Either party may propose to modify this MOU at any time. All proposed modifications must be in writing and will become effective only upon the written agreement signed by the authorized representatives of both parties.
- C. **SURVIVAL AND SEVERABILITY:** The provisions of this MOU that require performance after termination will remain in force notwithstanding termination of this MOU. If any provisions of this MOU are determined to be invalid or unenforceable, the remaining provisions will continue in force and unaffected to the full extent permitted by law and regulation.
- D. **LIABILITY AND INDEMNIFICATION:**
 - 1. Each party will be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal and state law. Neither party agrees to insure, defend, or indemnify the other party.
 - 2. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of the party; e.g., a natural or man-made disaster. BOP shall not be responsible for any failure in performance related to any institution mission change.
 - 3. Each party will cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this MOU.
- E. **DISPUTE RESOLUTION:** In the event of a dispute between the parties, the parties will use their best efforts to resolve the dispute informally through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.
- F. **THIRD-PARTY CLAIM:** This MOU is for the sole and exclusive benefit of the signatory parties, and will not be construed to bestow any legal right or benefit upon any other persons or entities.
- G. **CONTACT INFORMATION:** Each party shall provide to the other party, and update as necessary, the names, positions, telephone numbers and email addresses for contact persons authorized to implement this MOU and coordinate additional

operational details. At the time of signature, the parties have designated the following points of contact:

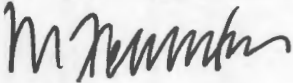
*Bureau of Prisons
Designated Point of Contact (Primary):*

C. Brent Kiser, Administrator
National Reentry Affairs Branch
202-353-3598
cbkiser@bop.gov

*Social Security Administration
Designated Point of Contact (Primary):*

Jamillah Jackson, Branch Chief,
Office of Data Exchange, ODEPP
410-965-3747
Jamillah.N.Jackson@ssa.gov

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



10/27/16

Marion Feather, Assistant Director
Reentry Services Division

Date


For Thomas G. Dufort, Chief
Procurement Management Branch

10/31/16
Date

Samara Richardson, Associate Commissioner for
Office of Income Security Programs

Date