

**Statewide Prerelease  
Memorandum of Understanding  
between  
[Name of Facility]  
And  
Social Security Administration**

**I. PURPOSE**

The Social Security Administration (SSA) and [enter name of facility] (Department) enter into this Memorandum of Understanding (MOU) to establish an effective and efficient means for the Department to refer residents or patients to initiate a prerelease Social Security benefit application.

**II. RESPONSIBILITIES OF THE PARTIES**

A. SSA's Responsibilities

1. SSA will assist Department personnel in initiating and completing prerelease Social Security benefit applications concerning people who are:
  - a. ineligible for Supplemental Security Income (SSI) due to institutionalization; or
  - b. receiving the \$30 SSI payment limit, while in a public or private institution where Medicaid pays for more than half the cost of the care; or
  - c. not getting Social Security benefits because SSA suspended benefits due to incarceration; or
  - d. potentially eligible and would like to file for Social Security retirement, Medicare or disability benefits.
2. SSA will provide Department employees training for online filing as needed.
3. SSA will respond to Department inquiries, after obtaining a valid SSA-3288 (Consent for Release of Information) to release information to the Department facility.
4. SSA will process all prerelease claims in an expeditious and timely manner.
5. SSA will protect information collected under this MOU in accordance with the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. § 1306), and SSA's privacy regulations (20 C.F.R. Part 401).
6. SSA will not use the Department's name, logo or other identifying marks on any materials produced or issued, without the prior written approval of the Department.

## B. Department's Responsibilities

1. The Department will identify residents and patients who were receiving Social Security benefits that ceased upon entry in a Department facility, or are blind, disabled or over age 65; and who are projected to be released within [enter DDS processing time plus 30 days (e.g., 120 days)] from a Department facility.
2. The Department will assist the resident/patient in filing for Social Security benefits, online up to 30 days prior to release for retirement and Medicare or [enter DDS processing time plus 30 days (e.g., 120 days)]. Online filing is the SSA preferred method for disability, retirement or Medicare applications.
3. The Department will provide to the SSA office servicing a Department the names of potential prerelease applicants, as well as their social security number, date of birth, and anticipated release date.
4. The Department will have residents/patients that meet the requirements of this MOU complete the following forms:
  - a. Form SSA-827 (Authorization to Disclose Information to the Social Security Administration) and
  - b. Form SSA-3288 (Consent for Release of Information).
  - c. Any other forms requested by SSA (e.g. SSI application if not available online)
5. Upon receiving a completed Form SSA-827 and Form SSA-3288, the Department will review the forms to ensure that resident/patient signed the forms and that the forms are filled out correctly and reflect the resident/patient's legal name. On the Form SSA-3288, the Department will ensure that the resident/patient:
  - a. Listed the Department facility under "NAME" and "ADDRESS" as authorized to receive information from SSA about the resident/patient.
  - b. Checked "box 8" under the categories of information SSA is authorized to release and specified authorization for SSA to release information about the resident's/patient's application to the Department facility (e.g., "Any information about my application including the status and/or decision.").
  - c. Specify the duration for how long it is valid (e.g., "I consent to the release of this information for no more than 120 days after the date of this consent.")
6. The Department will submit the original signed Form SSA-827, Form SSA-3288, and any medical evidence the Department has in its possession with the cover letter (Exhibit B) to the servicing SSA field office.
7. The Department will refer only those residents/patients who may be considered blind, disabled (i.e., unable to do substantial work due to a physical or mental

impairment(s)), or age 65 or older and who appear to meet the SSI income and resource criteria or those potentially entitled to Social Security benefits.

8. The Department will notify the servicing SSA field office as soon as the resident/patient is released from the Department and provide the resident's/patient's new address and telephone number. The Department will provide the resident/patient the tollfree number for the Social Security Office servicing the Department facility so the individual may contact Social Security to update their record with their current living arrangement and other eligibility information.
9. The Department will designate a Department facility liaison to:
  - a. Handle all referrals;
  - b. Respond to any local SSA office inquires; and
  - c. Notify the servicing Social Security office of any pertinent changes, such as a change in the projected release date, a transfer of the resident/patient to another facility, or the death of the resident/patient.
10. The Department will not use SSA's name, logo or other identifying marks on any materials produced or issued, without the prior written approval of SSA. *See, Social Security Act § 1140.*
11. The Department will protect the security and confidentiality of information it collects from the resident/patient or from SSA as a result of the resident's/patient's authorization.

### **III. DURATION, MODIFICATION, TERMINATION**

#### **A. Duration**

This MOU will be effective from [enter effective date] to [enter expiration date, no more than 8 years from effective date], unless terminated earlier in accordance with the terms of this MOU.

#### **B. Modifications/Amendments**

Either party may propose to modify or amend this MOU at any time. All proposed modifications or amendments must be in writing and will become effective only upon the written concurrence of both parties.

#### **C. Termination**

The parties may terminate this MOU by mutual written consent. Either party may terminate this MOU by 30 days advanced written notice to the other party. Either party may make an immediate, unilateral termination of this MOU if the party determines that there has been a violation of, or failure to follow, the terms of this

MOU.

#### **IV. FINANCIAL RESPONSIBILITIES**

Each party is responsible for its own costs or expenditures incurred in implementing this MOU. Each agency receives appropriations for the activities performed under the terms of this MOU. Nothing in this MOU will be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

#### **V. DISPUTE RESOLUTION**

In the event of a dispute between the parties, the parties will use their best efforts to resolve that dispute in an informal manner through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

#### **VI. LIABILITY/INDEMNIFICATION**

- A. Neither party will be responsible for delays or failures in performance from acts beyond the reasonable control of such party, such as natural or man-made disasters.
- B. Each party shall be responsible for any liability arising from its own conduct and retain immunities and all defenses available to them pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.
- C. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the responsibilities and procedures addressed herein.

#### **VII. DISCLAIMER**

The performance or 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.

#### **VIII. INTEGRATION AND IMPLEMENTATION**

This MOU, including Attachment A, constitutes the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties or promises made outside of the MOU. This MOU shall take

precedence over any other documents that may be in conflict with it.

## **IX. POINTS OF CONTACT**

Each party shall provide to the other party, and update as necessary, the names and telephone numbers for the Points of Contact. The Points of Contact are listed at Exhibit A.

## X. AUTHORIZED SIGNATURES

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 the MOU.

**Electronic Signature Acknowledgement:** The signatories may sign this document electronically by using an approved electronic signature process. By signing this document electronically, the signatory agrees that the signature they provide has the same meaning and legal validity and effect as a handwritten signature.

*Signed and agreed hereto:*

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[name of regional  
commissioner], Regional  
Commissioner  
[name of region] Region  
Social Security Administration

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Date

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[name], [Title]  
[doc name] Department of Corrections

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Date

**EXHIBIT A**

**Prerelease Referral from Facility to SSA Office**

Attention: \_\_\_\_\_  
SSA Field Office \_\_\_\_\_

Agency:	Coordinator/Social Worker:
Location:	Phone Number:
	Fax Number: E-mail:
Inmate's Name & DOC ID#:	Expected Date of Release:
Inmate's SSN:	Date of Birth:
Reason for Referral: ___ New Claim ___ Benefit(s) Reinstatement ___ Other reporting (explain): <ul style="list-style-type: none"><li>• Death: _____</li><li>• Transferred on: _____</li></ul> New address: _____  _____  Phone: _____	Filed Online on: _____ ___ SSA-827s (Authorization to Release Medical Information to SSA) ___ SSA-3368 (Disability Report-Adult) ___ DOC medical reports