

MEMORANDUM

Agenda Item No. 8(B)(1)

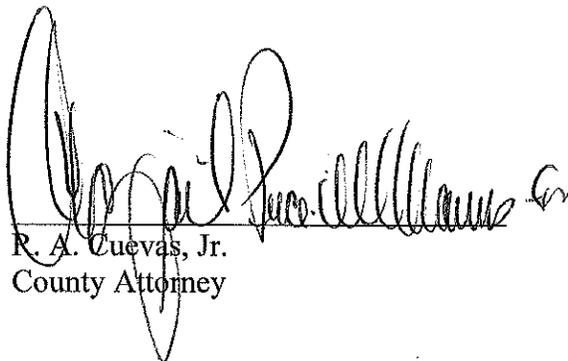
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 4, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing a memorandum of understanding between Miami-Dade County, through the Miami-Dade Corrections and Rehabilitation Department, and the Social Security Administration for the purpose of providing information to the Social Security Administration
Resolution No. R-97-14

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: February 4, 2014

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Incentive Payment Memorandum of Understanding
between Miami-Dade County and the Social Security Administration

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or County Mayor's designee to enter into the Incentive Payment Memorandum of Understanding between the Social Security Administration (SSA) and the Miami-Dade Corrections and Rehabilitation Department (MDCR), for the purpose of providing information about certain individuals confined within the correctional facilities. SSA, in most cases, cannot pay benefits to individuals convicted of a criminal offense (felony or misdemeanor) and confined for more than 30 continuous days from convictions, or otherwise confined in the facilities for more than 30 continuous days, and relies on correctional institutions for such information. SSA is also authorized to provide incentive payments to participating agencies. Miami-Dade County will receive incentive payments for every Supplemental Security Income and Retirement Survivors and Disability recipient whose benefits are suspended as a result of the information reported. This agreement will remain in effect until terminated by either party.

SCOPE

The scope of this Agreement is countywide in nature.

FISCAL IMPACT/FUNDING SOURCE

There is no cost to Miami-Dade County for complying with the reporting requirements to the SSA. The SSA provides an incentive for reporting.

TRACK RECORD/MONITOR

This agreement will be monitored by Fiscal Resources Services Division Chief Walter Schuh.

BACKGROUND

On June 16, 1998, Miami-Dade County entered into an agreement with the SSA which provided incentive payments to MDCR for information leading to the suspension of the Social Security Income benefits. The Social Security law prohibits the payment of the Social Security Income to people who are confined to prisons or other public institutions throughout any month. Incentive payments of approximately \$240,000 annually have been received by MDCR as a result of this reporting activity.

The Social Security Act was amended by Federal Public Law 106-170, effective in April 1, 2000, providing for incentive payments to state and local correctional and mental health facilities for

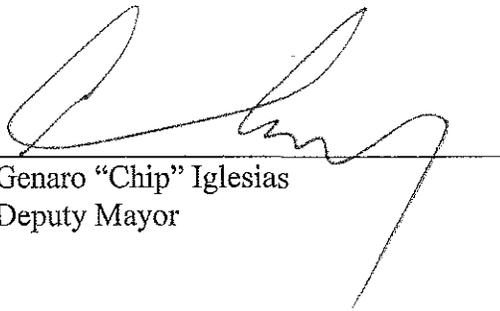
Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

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information leading to the suspension of Retirement Survivors and Disability benefits for individuals convicted of a criminal offense and confined for more than 30 continuous days from convictions, or individuals confined by court order in an institution at public expense in connection with certain verdicts or findings regarding criminal offenses.

The Florida Department of Law Enforcement had gathered the requisite information from the participating agencies and provided a consolidated report to the SSA.

The SSA has recently advised that the Florida Department of Law Enforcement has not reported on behalf of the MDCR since January 2013, and therefore, a new Incentive Payment Memorandum of Understanding must be executed between MDCR and SSA. Reporting activities by MDCR will continue to be performed by existing staff. Annual revenue is estimated at \$240,000, and will continue to be placed in a special revenue account.

A handwritten signature in black ink, appearing to read "Genaro Iglesias", is written over a horizontal line. The signature is stylized and extends below the line.

Genaro "Chip" Iglesias
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: February 4, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(B)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(B)(1)
2-4-14

RESOLUTION NO. R-97-14

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT, AND THE SOCIAL SECURITY ADMINISTRATION FOR THE PURPOSE OF PROVIDING INFORMATION TO THE SOCIAL SECURITY ADMINISTRATION THAT RESULTS IN SUSPENDING THE PAYMENT OF SUPPLEMENTAL SECURITY INCOME AND RETIREMENT SURVIVORS AND DISABILITY BENEFITS TO ANY INDIVIDUALS CONFINED TO THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, sections 1611 (3) (I) and 22 (x) (3) of the Social Security Act permits the Social Security Administration to enter into agreement with state and local corrections and mental health facilities to make incentive payments for providing information which results in the suspension of benefits to certain confined individuals receiving Supplemental Security Income and/or Retirement Survivor's and Disability benefits; and

WHEREAS, this memorandum of understanding supersedes previous agreements which currently exist between the Social Security Administration and the Miami-Dade Corrections and Rehabilitation Department,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the memorandum of understanding superseding previous agreements which currently exist between the Social Security Administration and the Miami-Dade Corrections and Rehabilitation Department, in substantially the form attached hereto and made part hereof, and authorizing the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and to exercise the renewal and cancellation provision contained therein.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Lynda Bell** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye	
	Lynda Bell, Vice Chair	aye	
Bruno A. Barreiro	aye	Esteban L. Bovo, Jr.	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	absent	Dennis C. Moss	aye
Sen. Javier D. Souto	aye	Xavier L. Suarez	aye
Juan C. Zapata	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of February, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "Ben Simon", is written over a horizontal line.

Ben Simon

**INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING (IPMOU)
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE
[DADE CORRECTIONS FL0005.]**

I. Purpose

The purpose of this agreement is to set forth the terms and conditions under which a State or local facility or institution (Reporter) will provide to the Social Security Administration (SSA) information about certain individuals who are confined to a facility or institution under authority of law at any time during the period covered by this agreement. The information the Reporter provides may result in the suspension of Supplemental Security Income (SSI) payments under Title XVI of the Social Security Act (the Act) and Retirement, Survivors and Disability (RSDI) benefits under Title II of the Act for those confined individuals. The Reporter may provide information on its own behalf or on behalf of other facilities and institutions. SSA will pay the Reporter for that information in accordance with law. SSA may also use the information to investigate and monitor the performance of representative payees who are confined to a facility or institution under authority of law at any time during the period covered by this agreement. If warranted, SSA may revoke their certification for payment of benefits.

II. Legal Authority

This agreement is entered into under sections 202(x)(1)(A)(ii), 202(x)(3), and 1611(e)(1)(I)(i) of the Act, which authorize SSA to enter into agreements with interested State or local institutions (such as a jail, prison, or other penal institution or correctional facility or other institutions in which people are confined by court order at public expense) to obtain information about certain confined SSA beneficiaries and to pay for this information. Sections 202(x)(1)(A), 202(x)(3), 1611(e)(1)(A), and 1611(e)(1)(I) of the Act require SSA to limit or deny the payment of benefits to: certain Title II beneficiaries confined to an institution under a conviction of a criminal offense; and Title XVI recipients for any full calendar month during which the recipient is confined to a jail, prison, or other penal institution or correctional facility at public expense. Under sections 205(j)(1)(A), 1631(a)(2)(A)(iii), and 1631(a)(2)(B) of the Act, SSA may investigate and monitor the performance of representative payees who are confined to a facility or institution and revoke their certification for payment of benefits if warranted.

Section 552a(a)(8)(B)(viii) of Title 5, U.S.C., as amended by section 402(a)(2) of Public Law 106-170, exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act, i.e., those relating to computer matches.

III. Definitions

- A. **“Certain Other Individuals Confined at Public Expense” (Title II beneficiaries)** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with:
- (1) A verdict or finding that the individual is guilty of a criminal offense but insane; or
 - (2) A verdict or finding that the individual is not guilty of a criminal offense by reason of insanity; or
 - (3) A finding that the individual is incompetent to stand trial under an allegation of a criminal offense; or
 - (4) A similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect or mental incompetence).

Such an individual is considered confined until (1) he or she is released from the care and supervision of such institution; and (2) such institution ceases to meet the individual's basic living needs.

- B. **“Confined”** refers to individuals who are confined.
- C. **“Conviction”** means the judgment in a criminal case that an individual is guilty of a crime. It may result from a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere (no contest).
- D. **“Disclosure”** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- E. **“Facility Identification Code”** means the six-character code that SSA will assign to a facility or institution that confines individuals and is covered by this agreement. This code must be furnished with each submission of inmate data to SSA concerning the facility/institution's confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement.
- F. **“More than 30 continuous days”** means that a Title II individual has been convicted and remains confined in an institution for a period of more than 30 continuous days following the conviction. Suspension applies for a month where the individual has been convicted and confined for any part of that month.

Example 1: Individual is convicted on April 28, enters an institution on April 30 and is released on June 3. The individual would be convicted and confined for more than 30 continuous days. Benefits would be suspended for all three months, April, May, and June.

Example 2: Individual is convicted on May 1, enters an institution on May 1 and is released on June 30. The individual would be convicted and confined for more than 30 continuous days in an institution. Benefits would be suspended for both months, May and June.

- G. **“Other Confined Individuals” (Title XVI Beneficiaries)** are individuals who are confined to a jail or similar facility throughout any month during the period covered by this agreement. This individual remains confined if transferred from one public institution to another or if temporarily absent from such an institution, or resides in the institution as of the beginning of a month and dies in the institution during the month.
- H. **“Record”** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual's criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement and prisoner or inmate status.
- I. **“Reporter Identification Code”** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement.
- J. **“Representative Payee”** means the person, agency, organization or institution selected (by SSA) to receive and manage benefits on behalf of an incapable (SSA) beneficiary. This includes a parent who is receiving benefits on behalf of the parent's minor child.
- K. **“Sexually Dangerous Individuals”** are individuals, who immediately upon completion of their prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense. These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings.
- L. **“State or Local Facility or Institution” (“Reporter”)** means
- (1) Any interested State or local institution comprising a jail, prison, penal institution, or correctional facility, or
 - (2) Any other interested State or local facility or institution that confines certain Title II beneficiaries at public expense as set forth in definition A.
- M. **“Throughout a month”** means that a Title XVI individual is confined in an

institution at the beginning of a calendar month and stays through the entire month. Suspension applies in any month throughout which an individual is an inmate of a jail, prison, other similar facility or public institution.

Example 1: If an individual enters an institution on April 30 and is released on June 3, the individual would be considered to be confined throughout May.

Example 2: If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June.

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if the individual is transferred from one such institution to another or if the individual is temporarily absent for a period of not more than 14 consecutive days. An individual also is considered confined in an institution throughout a month if the individual is confined in the institution as of the beginning of a month and dies in the institution during the month.

IV. Responsibilities of the Parties

A. Reporter Responsibilities:

- (1) Provide SSA with identifying information for confined individuals.
- (2) Opt to qualify only for the payment of Title XVI Incentive Payments. If the Reporter chooses that option, then the Reporter must provide SSA with the following data elements related to the identity of the confined individuals:
 - (a) Social Security number (provide all numbers the individual has been known to use);
 - (b) Name (provide all combination of names and Social Security numbers the individual has been known to use);
 - (c) Date of Birth (known or alleged);
 - (d) Confinement Date (provide the date the inmate was admitted to the facility or the date custody of the individual began);
 - (e) Facility Identification Code; and
 - (f) Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Correctional Institutions.

For the Title XVI Incentive Payments only, the Reporter will furnish SSA

with Reports (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed here for SSI recipients whose confinement commenced on or after March 1, 1997.

- (3) Opt to qualify for the payment of both Title XVI incentive payments and Title II incentive payments. If the Reporter chooses that option, then, the Reporter must provide SSA with the following data elements related to the identity of confined individuals:
 - (a) through (f) above; plus
 - (g) the date of conviction for the criminal offense.

For the Title XVI and Title II Incentive Payments, the Reporter will furnish SSA with reports (electronic file or paper report, if appropriate) containing the data elements/reporting requirements listed here for SSI recipients whose confinement commenced on or after March 1, 1997, for RSDI beneficiaries whose confinement and conviction commenced on or after April 1, 2000.

- (4) Send the data to SSA via a secure electronic media, such as a form of Government to Government Services Online (GSO), secure messaging, or data exchange.
- (5) Clearly identify the facility/institution that is the source of the records when preparing and transmitting records.
- (6) Submit data to SSA in the following sequence:
 - (a) First, the Reporter must submit a report on total inmate population, commonly referred to as a census report.
 - (b) Next, the Reporter must submit files monthly; the file must be submitted for the calendar month proceeding the month in which the report is submitted. The monthly report should consist of:
 - data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that month (e.g., newly admitted inmates) and/or,
 - data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting inmate data to SSA.
- (7) Provide SSA with an annual census report if SSA requests it.

B. SSA Responsibilities:

- (1) Match the data elements received from the Reporter against the following systems of records:
 - (a) Supplemental Security Income Record and Special Veterans Benefits SSA/OASSIS (60-0103)
 - (b) Master Representative Payee File SSA/OISP (60-0222)
 - (c) Master Beneficiary Record SSA/DCS (60-0090)
 - (d) Master Files of Social Security Number Holders and SSN Applications SSA/DCS (60-0058) (Alphident & Numident)
- (2) After validating or locating the proper Social Security number, SSA will:
 - (a) Determine if the individual is receiving SSI or RSDI benefits.
 - (b) Determine whether the individual has received an SSI benefit in the month preceding the first month throughout which such individual is an inmate.
 - (c) Determine whether the individual has received an RSDI benefit in the month preceding the first month during which such individual is an inmate.
 - (d) Determine whether such individual is acting as a representative payee.
 - (e) Investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article I.
 - (f) Determine whether the individual has been confined throughout a calendar month for SSI or convicted and confined for more than 30 continuous days for RSDI.
 - (g) Notify the individual of the suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations.
 - (h) Suspend SSI and RSDI payments as required by law.
 - (i) Pay the Reporter as specified under this agreement.
 - (j) Provide the Reporter with a notice of the amount of the incentive

payment, the payment date, the total number of suspended individuals, and a list of the individuals suspended.

V. Reporter Records

These records are compiled from **(LIST ALL OF THE FACILITIES (FIDs) / INSTITUTIONS THAT ARE COVERED BY THIS AGREEMENT)**

Reporters must contact **Kirk S. Jockell**, the SSA Regional Prisoner Coordinator, to establish electronic processes, such as GSO, with SSA systems.

VI. Incentive Payment Process

A. SSI (Title XVI) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) Receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution; and
- (2) Determined by SSA to be ineligible for a SSI payment for the first month of confinement as a result of the information provided by the Reporter under this agreement.

B. RSDI (Title II) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined and convicted individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) Receiving an RSDI payment for the month preceding the first month during which the confined individual is in a facility/institution; and
- (2) Determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement.

C. SSA Payment:

- (1) SSA will pay the Reporter according to the following schedule:
 - (a) \$400 if the Reporter furnishes the information to SSA on a confined individual described above within 30 days after the date the individual's confinement in such facility/institution begins; and

- (b) \$200 if the Reporter furnishes such information to SSA after 30 days after such date but within 90 days after such date.
- (c) The amounts above will be reduced by 50 percent per Report when the Reporter furnishes a Report to SSA because the individual's benefit is to be suspended under the SSI program and another Report because the same individual's benefit is to be suspended under the RSDI program.
- (2) If SSA cannot validate the SSN of a confined individual, SSA will take no further action to suspend the confined individual's SSI or RSDI benefits.
- (3) SSA will not pay an incentive payment for information about a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments, or if the only action taken by SSA is to suspend the individual from serving as a representative payee.
- (4) Payments made by SSA under this agreement represent incentive payments for data provided under this agreement when the data results in the suspension of SSI payments to confined individuals or suspension of RSDI payments for confined and convicted individuals.
- (5) The time SSA requires to verify the data, determine whether suspension of an individual's SSI or RSDI payment is appropriate, and provide due process to an individual subject to a suspension action may vary from case to case and may represent several months. Accordingly, several months may elapse from the time the Reporter provides information to the time SSA makes a payment.
- (6) SSA will pay incentive payments to the Reporter on a monthly basis by electronic transfer of funds. The Reporter will name a financial institution and provide the information required on the attached Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds.
- (7) SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended. Disputes involving these incentive payments will be considered by the Regional Prisoner Coordinator designated in section IX. The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article IX within 30 days of its receipt of the relevant incentive payment notice.

VII. Records Usage, Duplication, and Redisclosure Restrictions

- A. SSA will use the information provided by the Reporter only to determine which of the confined/convicted individuals are receiving payments and to suspend these payments as required by law and to investigate and monitor the performance of representative payees.
- B. As required by the Act, SSA will redisclose the information obtained pursuant to this agreement to any Federal or federally assisted cash, food, or medical assistance program, for eligibility purposes.
- C. Information provided is stored within the Prisoner Update Processing System (PUPS), the Privacy Act System of Records Notice for this system (Prisoner Update Processing System (PUPS), SSA/OPB) 60-0269, documents any additional uses for which this information may be shared without consent.
- D. SSA will retire all identifiable records in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

VIII. Notice, Verification, and Opportunity to Contest

- A. SSA will verify information obtained under this agreement prior to initiating any adverse action against an individual. Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or is an inmate of a public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended. SSA will afford the individual the opportunity to contest and submit information concerning the planned action and to appeal a determination by SSA to suspend payments in accordance with applicable regulations.
- B. SSA is responsible for determining the most suitable representative payee to receive Title II and Title XVI payments. The representative payee who receives notice of a change of representation for the affected beneficiary or recipient based in part on the current payee's incarceration or confinement has 30 days to contest the Agency's decision.
- C. SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of a represented individual to the continued receipt of Social Security benefits or SSI payments. In the event that there is any adverse effect on the monthly benefits or payments to the beneficiary or recipient as a result of the data match under this agreement, or if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change.

IX. Duration and Modification of the Agreement

This agreement shall be effective as of _____, 20___. Any modification or amendment of this agreement must be in writing and agreed to by both parties. Either party may terminate this agreement by giving the other party 60 days notice in writing.

X. Contacts**A. SSA Regional Prisoner Coordinator**

Kirk Jockell
RSIPT, CPS, Suite 22T64
Social Security Administration
61 Forsyth Street SW
Atlanta GA 30303
404-562-1315
404-562-1583
E-MAIL: Kirk.Jockell@ssa.gov

B. SSA Policy Contact

Judy Sale
Office of Payment and Claimant Representation Policy
6401 Security Boulevard, 2-B-18A Operations Building
Baltimore, MD 21235-6401
(410) 965-8581
FAX (410) 966-2839
E-mail: Judy.Sale@ssa.gov

C. SSA Technical Contact for Computer Operation:

Kirk Jockell
RSIPT, CPS, Suite 22T64
Social Security Administration
61 Forsyth Street SW
Atlanta GA 30303
404-562-1315
404-562-1583
E-MAIL: Kirk.Jockell@ssa.gov

D. Reporter Contact for Incentive Payments:

NAME
ADDRESS
TELEPHONE
FAX
E-MAIL:

E. Reporter Contact for the Electronic File Process:

NAME
ADDRESS
TELEPHONE
FAX
E-MAIL:

F. Reporter Contact for Accounting Information:

NAME
ADDRESS
TELEPHONE
FAX
E-MAIL:

XI. Integration Clause

This IPMOU 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 agreement. This agreement shall take precedence over any other documents that may be in conflict with it, including any similar agreements entered into previously by the reporter and SSA concerning disclosure of records of confined individuals or inmates of public institutions.

XXI. SSA Authorized Signatures

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 agreement.

**Social Security Administration
Region IV**

Michael W. Grochowski
Regional Commissioner

Date

[Name of the Reporter]

[Name of Signatory]
[Title]

Date