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MEMORANDUM OF UNDERSTANDING FOR: The UNYRIC and THE SOCIAL SECURITY ADMINISTRATION.

PURPOSE: This Memorandum of Understanding (MOU) sets forth policies, procedures and guidelines for the SOCIAL SECURITY ADMINISTRATION in support of Law Enforcement Agencies (LEAs) and establishes parameters within which the SOCIAL SECURITY ADMINISTRATION may provide support to the Tactical Command of the UNYRIC. The Tactical Command of the UNYRIC shall be defined as the UNYRIC's Executive Officer, currently Lieutenant Colonel Bart R. Johnson or his designee.

Whereas, the New York State Police Upstate New York Regional Intelligence Center (hereinafter referred to as the UNYRIC) is empowered to enter into this Memorandum of Understanding; and

Whereas, SOCIAL SECURITY ADMINISTRATION is empowered to enter into this Memorandum of Understanding; and

Now, THEREFORE, it is agreed:

1. AUTHORITIES

This MOU is entered into under the authority of the laws of the state of New York.

2. TERMS OF AGREEMENT

2.1 UNYRIC DUTIES

- 2.1.1 The Division of State Police will establish workspace within the UNYRIC and will provide those computer and telephonic connections necessary to perform such assigned duties in furtherance of the UNYRIC goals/mission.
- 2.1.2 Direct access to computer applications such as GroupWise Email, Photo Imaging Management System (PIMS), Spectrum Justice System (SJS), NYSP Intranet, and the Internet will be provided to each outside agency member assigned at the UNYRIC.
- 2.1.3 Access to any other online searchable databases such as Accurint, Locate Plus, Auto Tracks, etc. will be provided on a contingent basis through UNYRIC staff members.
- 2.1.4 Any intelligence products produced by the UNYRIC such as the Quarterly Narcotics Intelligence Brief (QNIB), Drug Briefs (Clan Labs, High Grade Marihuana, and Cocaine Seizures) and bulletins (Officer Safety, Criminal Intelligence, Concealment Methods, and Counter Terrorism) will be made available to each outside agency member upon request.

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2.2 SOCIAL SECURITY ADMINISTRATION DUTIES

- 2.2.1.1 Members assigned to the UNYRIC agree to be directed by the decisions of the Tactical Command of the UNYRIC for all matters occurring in the normal course of business of the UNYRIC.
- 2.2.1.2 In all matters concerning the member's salary, benefits, administration of personnel records and other administrative needs, the member is subject to the supervision of their own agency.
- 2.2.1.3 While assigned to the UNYRIC, the assigned SOCIAL SECURITY ADMINISTRATION member will:
 - 2.2.1.3.1.1 Assist UNYRIC personnel with requests for information and all other matters relating to criminal investigations by providing access to SOCIAL SECURITY ADMINISTRATION databases and resources.
 - 2.2.1.3.1.2 Assist UNYRIC staff with the collection, collation, and vetting of incoming information for processing and dissemination of intelligence products.
 - 2.2.1.3.1.3 Share all relevant SOCIAL SECURITY ADMINISTRATION intelligence with the UNYRIC in a timely manner.
 - 2.2.1.3.1.4 Ensure appropriate information is entered into the UNYRIC Intelligence System.
 - 2.2.1.3.1.5 Provide adequate coverage and assign/delegate an alternative member during times of absence to enable timely access and effective utilization of SOCIAL SECURITY ADMINISTRATION resources.
 - 2.2.1.3.1.6 Record daily activities through the UNYRIC blotter to ensure accurate data is included in the Performance Measures Report.

3. DURATION AND TERMINATION

- 3.1 This MOU shall remain in effect until such time a signatory agency withdraws from the agreement.
- 3.2 The SOCIAL SECURITY ADMINISTRATION or the UNYRIC may withdraw from this agreement upon a 30-day notice in writing to the other participating agency.

4. AUTHORIZED REPRESENTATIVES

- 4.1 The UNYRIC's authorized representative for the purposes of administration of this agreement is Lt. Colonel Bart R. Johnson or his successor.
- 4.2 The SOCIAL SECURITY ADMINISTRATION'S authorized representative for the purposes of administration of this agreement is _____ or his/her successor.

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5. FINANCIAL RESPONSIBILITIES

5.1 Participating employees will carry out designated functions at their own agency's expense, including salaries, benefits and local transportation.

6. ASSIGNMENT

Neither the UNYRIC nor the SOCIAL SECURITY ADMINISTRATION shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

7. AMENDMENTS

7.1 Amendments to this MOU shall be proposed by the UNYRIC Tactical Command, and approved by all signatories to this MOU.

8. LIABILITY

8.1 The UNYRIC and the SOCIAL SECURITY ADMINISTRATION agree that each party will be responsible for its own acts, or the acts of its Representative(s) and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

8.2 The UNYRIC and the SOCIAL SECURITY ADMINISTRATION liability shall be governed by the provisions of New York State law and other applicable law.

9. SECURITY

9.1 The Director of the UNYRIC, currently NYSP Captain Daniel J. Cooney or his designee, shall be responsible for establishing appropriate security measures to ensure the integrity of the operations of the UNYRIC.

9.1.1 The Director shall report on security measures to the Superintendent of State Police on a periodic basis.

9.1.2 Any breach of security shall immediately be reported to the Superintendent of State Police.

9.2 The Tactical Command of the UNYRIC shall be responsible for ensuring that appropriate background checks have been made on each member assigned to the UNYRIC and each member who is authorized to receive information from the Center.

9.3 The Director, as identified in 9.1, shall have the discretionary authority to deny the assignment of an individual to the UNYRIC and/or deny access to any information or the facility itself for security reasons.

9.4 The UNYRIC shall utilize the "Third Agency Rule," meaning dissemination of another agency's materials beyond the UNYRIC requires advanced permission from the originating agency. In addition, no agency shall disseminate materials produced by the UNYRIC without first obtaining the permission of the UNYRIC Tactical Command, or designee.

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These rules shall apply to all individuals assigned to the UNYRIC, regardless of their agency.

10. THE INFORMATION SECURITY COMPLIANCE AGREEMENT

10.1 The Tactical Command of the UNYRIC has established the Information Security Compliance Agreement to ensure that the rights of innocent citizens are not abridged by the operations of the UNYRIC, and the SOCIAL SECURITY ADMINISTRATION agrees to abide by it. The Information Security Compliance Agreement is attached to this MOU as **Appendix A.**

10.2 Contingent upon receipt of federal funding to support UNYRIC operations, UNYRIC personnel and all SOCIAL SECURITY ADMINISTRATION personnel assigned to the UNYRIC shall abide by the rules of intelligence sharing as defined by Section 28 of the Code of Federal Regulations, Part 23.

11. DISPUTE RESOLUTION

11.1 Any disputes that may arise between the participating agencies concerning the operations of the UNYRIC shall be referred to the Tactical Command for resolution.

11.2 This Memorandum of Understanding is not a legally binding agreement and may not be referred to an arbitrator or be the subject of any legal proceeding.

12. OTHER PROVISIONS

The parties agree to abide by the terms of the attached UNYRIC-SOCIAL SECURITY ADMINISTRATION Job Description. It is hereby attached and incorporated by reference.

IN FURTHERANCE OF their respective goals, objectives, and missions, the parties jointly agree to abide by the provisions of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed.

APPROVED:

1. AGENCY

By: _____

Title: _____

Date: _____

2. AGENCY

By: _____

Title: _____

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Date: _____

Distribution:

Requesting agency

Providing Agency

NYSP Counsel's Office

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APPENDIX A

**NEW YORK STATE POLICE (NYSP)
INFORMATION SECURITY COMPLIANCE AGREEMENT**

SECURITY, NONDISCLOSURE AND CONFIDENTIALITY

The **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** assigned to the Upstate New York Regional Intelligence Center (UNYRIC) shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in the performance of their duties under this Agreement:

SECURITY PROCEDURES:

The **SOCIAL SECURITY ADMINISTRATION** agrees that its **Representative(s)** designated to work under this Agreement will comply fully with all security procedures of the state in relation to the performance of their duties and further agrees that its **Representative(s)** designated to work under this Agreement have, as a condition of their employment, or if not, shall be required to undergo, the same security clearances as are required of the New York State Police (NYSP). Specifically, each prospective and current representative designated to work under this Agreement at the UNYRIC, shall submit identifying information and may be fingerprinted for purposes of a background check. UNYRIC personnel shall arrange for the scheduling of such fingerprinting activities on State premises.

NONDISCLOSURE AND CONFIDENTIALITY:

Except as may be required by applicable law or a court of competent jurisdiction, the **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** shall maintain strict confidence with respect to any Confidential Information to which the **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** have access. This representation shall survive termination of this Agreement. For purposes of this Agreement, the **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** agree to treat all information (oral, visual, or written) accessed in the course of their assignment to the UNYRIC as Confidential Information, unless provided written release from the designation for specified information by the Assistant Deputy Superintendent-Office of Counter Terrorism, or his/her designee.

ADMINISTRATIVE OBLIGATION:

The **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** designated to work under this agreement, agree not to use UNYRIC provided equipment to engage in non-duty related activities.

The **SOCIAL SECURITY ADMINISTRATION** and its **Representative(s)** designated to work under this Agreement, agree to notify the Assistant Deputy Superintendent-Office of Counter Terrorism, or his/her designee, in the event of the arrest of, or disciplinary action involving the **Representative(s)** assigned to the UNYRIC.

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In circumstances where the signer of this document represents an **SOCIAL SECURITY ADMINISTRATION** with more than one **Representative** assigned to the UNYRIC, the **SOCIAL SECURITY ADMINISTRATION** agrees that all **Representative(s)** now working at the UNYRIC and all future **Representative(s)** who may be assigned to the UNYRIC have been and will be instructed in the requirements of this Agreement.

Violation of the Security, Nondisclosure and Confidentiality, and Administrative Obligation clauses specified in this Agreement may constitute grounds for removal of the **SOCIAL SECURITY ADMINISTRATION Representative(s)** from their assignment at the UNYRIC.

I have read, understand and agree to the contents of this document.

Signature of Assigned **SOCIAL SECURITY ADMINISTRATION**
Representative

Date

Signature of **SOCIAL SECURITY ADMINISTRATION**
Executive Officer (or Designee)

Date

Signature of **UNYRIC** Executive Officer – Lt. Col. Bart R. Johnson

Date