

MEMORANDUM OF UNDERSTANDING
between
COUNTY OF SANTA BARBARA
and
FEDERAL CORRECTIONAL COMPLEX LOMPOC

I. PURPOSE

This Memorandum of Understanding (MOU) is hereby entered into between the County of Santa Barbara and Federal Correctional Complex Lompoc. This MOU will be administered by the County Department of Social Services (hereinafter referred to as DSS) on behalf of the County and by the Federal Correctional Complex Lompoc (hereinafter referred to as FCC Lompoc). The purpose of the MOU is for the provision of DSS Eligibility Worker(s) (EWs) to conduct informational presentations to inmates with an upcoming release date. These presentations will include information about DSS programs, such as: Health Care Reform, Medi-Cal, General Relief and/or CalFresh programs. Presentations will be conducted at each facility in the FCC Lompoc complex to include: FCC Lompoc-medium security US penitentiary; FCI Lompoc-low security Federal correctional institution; and minimum security satellite camp.

II. POINTS OF CONTACT

Maria Wolfe, ReEntry Affairs Coordinator
Federal Correctional Complex Lompoc
3901 Klein Boulevard
Lompoc, CA 93436
(805) 735-2771, ext. 3261

DSS Primary Contact for Program related issues:

Lilia Ramirez, Department Business Specialist
Department of Social Services
2125 S. Centerpointe Parkway
Santa Maria, CA 93455
(805) 346-7388

Schedule and Outstation Assignment:

Brenda Finnerty, Eligibility Supervisor
1100 W. Laurel Avenue
Lompoc, CA 93436
(805) 737-7035

Susie Gomez, Eligibility Supervisor
1100 W. Laurel Avenue
Lompoc, CA 93436
(805) 737-7093

III. SCOPE OF WORK

DSS agrees to:

- A. Assign EW(s) to conduct informational presentations on Health Care Reform, Medi-Cal, General Relief and/or CalFresh.
 - 1. The assignment and reassignment of the EW(s) shall be at the sole discretion of DSS and shall be made in accordance with applicable laws and regulations and as set forth in agreements with employee organizations.
 - 2. Supervision of the EW(s) shall be the sole responsibility of DSS.
 - 3. All DSS personnel are required to complete a National Crime Information Center (NCIC) Check (Attachment A) 30 days prior to each informational presentation conducted at FCC Lompoc facilities.
 - 4. Provide brochures regarding the Health Care Reform, Medi-Cal, General Relief and/or CalFresh programs.
- B. Monitor the EW(s) assigned to make informational presentations at FCC Lompoc facilities for compliance with the reasonable rules and regulations of FCC Lompoc applicable to all FCC Lompoc visitors for their safety as reflected in the Re-entry Visitor Information Flyer (Attachment B).

FCC Lompoc agrees to:

- A. Operate a program for the reentry of released inmates into the community.
- B. Ensure the safety of the EW(s) by having the Re-Entry Affairs Coordinator and an officer oversee the interactions between the EW(s) and the inmates at all times.

Joint Responsibilities of Both Parties:

- A. Work cooperatively in the scheduling of informational presentations to FCC Lompoc inmates.
- B. Efforts will be made by both parties to meet as needed to work collaboratively to discuss, review, and coordinate informational presentation between the parties.
- C. Collaboration to improve service delivery.

IV. FISCAL PROVISIONS

Operation of this work will not generate any costs billable from one party to the other.

V. CONFIDENTIALITY

Each party has a legal obligation to protect confidential data and Protected Client Information (PCI) in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes, but is not limited to, client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations.

VI. NON-DISCRIMINATION CLAUSE

Each of the undersigned mutually affirm that it shall not discriminate against any person in any aspect of education or employment, on the basis of race, color, ancestry, religion, gender, marital status, national origin, ethnic identification, age, sexual orientation, mental or physical disability, medical condition or veteran status.

VII. INDEPENDENT CAPACITY

- A. It is understood that DSS and FCC Lompoc are independent entities and that no employer-employee relationship exists between the parties hereto. This MOU is not intended to and shall not be construed to create the relationship of the agent, officer, employee, partnership, joint venture, or association between FCC Lompoc and DSS.
- B. DSS shall defend, indemnify, and hold FCC Lompoc, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct on the part of DSS, its officers, employees or agents.
- C. FCC Lompoc shall defend, indemnify, and hold DSS, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, or willful misconduct on the part of FCC Lompoc, its officers, employees or agents.

VIII. DISPUTES

If a dispute arises from this MOU involving interpretation, implementation or conflict of policy or procedures, the parties shall meet to resolve the problem within applicable state/federal laws and regulations and each party's policies, rules and regulations. To

