



Request for Proposal
For
Installation of Enterprise Network Upgrade

RFP Ref. No: IT 20211130-A

November 30th, 2021

Proposals must be submitted to:
Jenn Ogg
Executive Assistant
Information Technology Department
By 12 Noon on December 21st, 2021
jenogg@laclinica.org

La Clínica de La Raza, Inc.
1450 Fruitvale Avenue, 3rd Floor,
Oakland, California 94601

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SECTION I: REQUEST FOR PROPOSAL (RFP)

The intent of this RFP is to solicit a proposal for the contracting and purchase with a qualified firm offering services for a long-term end goal of enterprise-wide design, procurement, and installation of network infrastructure for La Clínica de La Raza, Inc. (La Clínica).

This Request for Proposal (RFP) is not a commitment or contract of any kind. La Clínica reserves the right to pursue any and/or all ideas generated by this request. Costs for developing the proposals are entirely the responsibility of the applicants and shall not be reimbursed. La Clínica reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of La Clínica. La Clínica reserves the right to waive any requirements of this RFP when it determines that waiving any requirements is in the best interest of La Clínica.

La Clínica cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If La Clínica receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business entity submitting the proposal.

If you have any questions or require any clarifications, please contact Jenn Ogg via e-mail at jenogg@laclinica.org or by phone at (510) 535-2979. If you choose not to submit a proposal, please notify Jenn Ogg immediately.

La Clínica reserves the right to reject any or all proposals with or without cause and accept any proposal that, in La Clínica's sole judgment, will be in the best interest of La Clínica.

SECTION II: PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

- A. Intent: The objective of this RFP is to provide sufficient information on qualified network installation companies to submit written proposals for the intended project for network hardware to be installed for La Clínica. Responses received from this RFP will be reviewed by representatives of La Clínica. The information will be evaluated and a determination made which may result in the selection of the most qualified vendor to provide service to La Clínica.

- B. Background Information: La Clínica is a large non-profit Community Health Center (CHC) in Northern California with Medical, Dental, and Behavioral Health services at multiple sites in three counties. The organization operates with electronic health records at its multiple clinic sites and continues to strategically implement systems and healthcare applications that will improve its services to the community. For more information, please visit our website at <https://www.laclinica.org>. La Clínica's clinics in three counties – Alameda, Contra Costa, and Solano Counties are licensed by the State of California as community clinics and meet all regulatory requirements of health plans and HIPAA compliance. Improved workflow and systems that increase staff efficiencies and improve patient experience are a priority for La Clínica. With the current pandemic situation, La Clínica needs to improve

data network infrastructure, data network speed, and data connectivity for the community to avail of La Clínica's services.

- C. Funding Information: La Clínica is a Federally Qualified Health Center (FQHC) and, as such, entities with whom La Clínica enters into a contract must comply with current Federal Procurement guidelines with respect to all purchases made as an outcome of this request for proposal or a contract awarded as an outcome of this request for proposal. Additionally, parties with whom La Clínica enters into contracts must not be listed on the Federal Excluded Entity List located here <https://sam.gov/>. Instructions for how to search the Federal Excluded Entity list can be found here:
https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0036199&sys_kb_id=56ad21f41bef3010fe314000f54bcb8e&spa=1
- D. Technical Environment: The present Information Technology data network infrastructure is centralized at the in-house La Clínica Data Center and sites are connected via a primarily Multiprotocol Label Switching (MPLS) network that enables the delivery of a wide variety of services over a single wide area network and local area network infrastructure. Access to the Internet and cloud-based services is intrinsic and available throughout. Sites currently have aging and disparate, technology and infrastructure; which include cabling, switches, routers, firewalls, and support systems with details located in Appendix B
- E. Term of Contract: The initial term of the contract will be through 3/31/23 with the possibility of extension.

SECTION III: SPECIFICATIONS/SCOPE OF WORK

- A. Project Overview: La Clínica has experienced an increasing demand for healthcare services at all clinic sites, as well as increased demand for remote telehealth visits, increased cloud-based services, videoconferencing, video streaming, digital x-rays (viewing and moving of images) revealing a need for increased data network capacity, security, and modernization. Patient demand on La Clínica's data network requires improved hardware and systems that increase staff efficiencies and improve the patient experience.
- B. Objective: La Clínica's objective is to develop, design, and implement a comprehensive technical and data network infrastructure solution which supports greatly much increased internal and external data network capacity and broadband capabilities, includes secure HIPAA complaint Wi-Fi, to provide support to La Clínica's multiple sites, with a plan to centralize other locations through the course of the project timeline.
- C. Scope of Work: Respondents are to address all functional technical requirements of the project as defined. Specifically, the vendor will be responsible for:
 - 1) Information on the current Sites (see Appendix A and B) are included below so that the vendor may determine the data network technology capacity, infrastructure and system needs, and proposed design/configuration requirements for developing La Clínica's data network system. The assessment and

the system build will take into account needs for security, scalability, and anticipated volume of the full data network infrastructure rollout and provide for expansion to handle the whole organization's needs in the future.

- 2) Propose hardware, software and other system requirements for the data network system including modifications, replacement, or additions to the existing data network infrastructure, which will be necessary for completion of the proposed projected data network operations.
- 3) Provide a proposed diagram of the System Architecture.
- 4) Provide a proposed implementation plan and timeline for installations and upgrades over the period of this project.
- 5) Provide a complete quotation for all equipment and services.

D. Project Timeline: The majority of the requirements of this project scope will be completed before the end of March 2023.

F. Data Network Infrastructure System Functionality: The RFP is to address the technical data network infrastructure requirements for La Clínica to operate with the appropriate hardware, software and other systems that can handle expanded capacity in the future.

System Functionality Requirements
A. Zero trust network architecture build (framework complete throughout La Clinica at all levels) <ol style="list-style-type: none"> a. HIPAA Security and Privacy Compliant b. Each port has a profile, authenticated by either certificate, identity (device), profiles, etc. c. No device should be allowed to connect to the network without being authenticated. d. Disable ports not being used.
B. As La Clinica must not experience any downtime during the course of this project; Sites that have completed data network replacement or upgrades must remain fully connected with sites that have not yet completed data network replacement or upgrades; And sites must continue to remain connected to all current network resources internal, via the Internet, and in the cloud.
C. Use one hardware vendor, if possible <ol style="list-style-type: none"> a. To allow for “single pane of glass”, a unified management panel that unifies data across several routers, switches, firewalls, and interfaces, select one hardware vendor and purchase routers, switches, and firewalls with that vendor.
D. 10 Gbps capacity <ol style="list-style-type: none"> a. i.e. Plan for 10 Gbps capacity of the network. A switch at each site should have a 10 Gbps uplink through SFP+ or similar in the event 10 Gbps will be needed in the future.
E. Regional Hubs <ol style="list-style-type: none"> a. Create three regional hubs, which allow traffic to be rerouted if one location goes offline. Create VPNs between the three regional hubs so that a regional hub will be able to route traffic between all sites in the event the primary circuit goes offline.
F. Phase out reliance on the La Clinica datacenter, eliminating the single point of failure

System Functionality Requirements

G. Router replacement

- a. Replace existing routers with newer hardware, with applicable licensing and warranties. For replacement simplicity, use one vendor and model number for all sites.

H. Switch replacement

- a. Replace existing switches with newer hardware. Use 48 port PoE switches for network closets and 8 port PoE switches where desktop/smaller switches are currently placed. PoE is recommended for future-proofing and to make the transition to VOIP or adding wireless easier.
- b. Make sure 48 port switches are 10 Gbps uplink capable, either through SFP+ or similar ports.
- c. Replace smaller 4 to 8 port switches with 8 port managed switches, that can be managed through a central panel.

I. Remote-work facilitation: Capability for secure access by remote staff. (i.e. working from home or off-site as needed).

J. Ability to support SSO third party application support and integration

K. Wi-Fi availability across the organization

- a. Every site should have a secure wireless network to allow approved devices (laptops and phones) to connect to the network. It is recommended to keep the same hardware vendor and model numbers to allow single pane of glass.

L. Increased Broadband speeds and capability across the organization with an eye on full support of wide scale telehealth, video conferencing, video streaming, quickly moving and viewing x-ray images, and other high bandwidth uses focused on the health care industry.

M. DHCP Implementation

- a. DNS is currently set statically on PCs, often without a secondary DNS server, which causes problems if a particular DNS server goes down. Enabling DHCP will address IP conflicts at individual sites and allow new DNS servers to be set dynamically if needed. Reservations should be used for the handful of computers that require connection to our purchasing system which requires a persistent IP address. A list of such computers and IP addresses will be provided.
- b. DHCP should be easily managed and visible to management staff.

N. VLAN implementation

- a. Segment network traffic to voice and data VLANs.

O. Quality-of-Service (QoS)

- a. Implement priority-based traffic flows giving priority to mission critical traffic such as medical data and voice, over other traffic such as streaming services.

P. Implement network visibility

- a. Have a centralized logging and management server that allows single pane of glass over all networks and networking devices in the organization.
- b. Management system should also create backups of configuration and notify of any device issues.

System Functionality Requirements

Q. Zero-touch configuration

- a. Implement a zero-touch configuration system that allows devices to be swapped out with minimal downtime, or new devices to be added with minimal interaction.

R. Add direct internet access (DIA) to ASE

- a. Order direct internet access through AT&T into the ASE network and use that as the primary internet gateway.

S. Direct Connect with Amazon Web Services (AWS)

- a. Connect AWS with the ASE through the AWS service "Direct Connect," effectively making it another site on the network. This will lower latency and provide a much more reliable route to AWS for services residing there.

T. Apply Microsoft 365 connectivity principles for a fast, secure connection to Microsoft 365

- a. Identify and differentiate Microsoft 365 traffic
- b. Egress network connections locally
- c. Avoid network hairpins
- d. Assess bypassing proxies, traffic inspection devices, and duplicate security technologies

U. Firmware upgrade policy implementation

- a. Upgrade firmware on switches and routers at regular intervals, after testing.

V. Remove all T1s from network

W. Description of materials used in the proposal – brand, model, etc.

X. Provide description of features and functionality of hardware, software and other systems that are offered in the proposal as a total solution.

Y. Recommend any other available functionality that will enable efficient secure data network operations in a healthcare environment.

Z. Include any other features or functionality relevant to the project in your proposal that will enable La Clínica to meet its objectives for this project.

AA. Physical Security

- a. Lockable cabinets to protect equipment that may be accessible by the public or unauthorized personnel
- b. Implement access/security policy
 - i. Do not allow the public or unauthorized staff to go into any rooms with networking equipment.

BB. Cable Management

- a. Re-cable all racks/cabinets when replacing hardware

CC. Domain / Servers

- a. Multi-factor Authentication (MFA)
 - i. Enable and enforce MFA for all remote users and remote desktop sessions.
- b. Separate privileged accounts and user accounts

System Functionality Requirements

- i. For internal IT staff, create two accounts: one as a normal user and one as a privileged user (local admin, domain admin, etc.). Privileged accounts should not be used unless required.
- c. Virtualize datacenter servers
 - i. For the few servers/services still running at the datacenter, move those to virtualized servers on AWS.
- d. Remote Desktop Gateway
 - i. Create a Remote Desktop Gateway and use it as a session broker for all RDP sessions. This will give increased visibility into open connections and allow easier management.
- e. GPO policy audit
 - i. Clean up GPO policies and create tighter security groups, which later will be used for access (zero trust).
- f. Raise Active Directory Forest functional level to 2016
- g. Windows Server Update Services (WSUS) server
 - i. Create a WSUS server at each regional hub location to cut down unnecessary traffic to Windows update servers.

SECTION IV: CONTENTS OF REQUEST FOR PROPOSAL (RFP) RESPONSE

- 1) Description of proposed technical Infrastructure plan describing the required functionality.
- 2) Provide detailed cost structure for the project with best pricing offered to La Clínica, including installation and services charges, other labor, taxes, freight charges, or price increases anticipated if any.
- 3) Proposed duration taken for completing the requirements of the project – Provide timeline for completion of scope of project, including design, procurement, implementation, testing, and user acceptance/approval.
- 4) Infrastructure Solution Documentation: During the course of the network installation in conjunction with the La Clínica IT department, the vendor will provide the following services and documentation –
 - i. Test Plan and specific Test cases for use in the Acceptance/Approval process
 - ii. Operations Support Plan including security, backup and recovery strategy
 - iii. Specific Outage and Disaster Recovery plan and recommendation for this system
 - iv. Vendor will provide a training plan and full training as part of implementation
 - a. Training and training materials including training sessions for agents, supervisors and technical support staff
- 5) Vendor will provide warranty for work to be performed. State terms and conditions of warranty.
- 6) Vendor will describe ongoing support and Service Level Agreement (SLA) following completion of the project.
- 7) All Technical Manuals for equipment and Systems used must be submitted.
- 8) Any additional information that is relevant to this project.

SECTION V: PROPOSER'S QUALIFICATIONS

La Clínica is soliciting proposals from firms which are in the business of providing all of the services listed in this Request for Proposal. Your proposal should include, at a minimum, the following information.

- A. The proposer shall present the firm's experience in providing services as listed in the Request for Proposal in the past five (5) years.
- B. The proposer should be able to show that they have executed similar products and services for similar data network replacement/upgrade projects in healthcare.
- C. The proposer should be able to prove its ability and experience to install, maintain, and support systems of similar requirements as those required by La Clínica.
- D. The proposer should be able to provide La Clínica with at least three (3) client references along with contact information for each, for which the proposer has implemented systems comparable in complexity, use, and size to the system described in this RFP.

SECTION VI: INSTRUCTIONS FOR SUBMISSION

Confidential responses to the RFP shall be received at the office of the Owner's representative by **December 21st, 2021 by 12 Noon**. Any response after this time and date will not be considered. Submit via email to the address below.

Jenn Ogg
Executive Assistant
La Clínica de La Raza, Inc.
jenogg@laclinica.org
RFP Ref. No: IT 20211130-A

1. Your firm's response should adhere to the format of this RFP as detailed herein.
2. Questions related to the RFP should be submitted in writing to Jenn Ogg via email at above email address.
3. If you choose not to submit a proposal, please notify Jenn Ogg immediately in writing to the email address above.
4. Responses to the RFP can be supplemented with additional documentation.
5. Costs: La Clinica seeks price based on a vendor unit cost structure that will remain fixed until completion of the defined scope of the project within the contract.
6. The contract will be awarded to the vendor whose proposal and qualifications are most advantageous to La Clinica. Proposals will be considered on adherence to specifications, proposed support, service and price. Cost, although a consideration, may not be the sole determining factor.
7. La Clínica reserves the right to reject any or all proposals with or without cause and accept any proposal that, in La Clínica's sole judgment, will be in the best interest of La Clínica.
8. The successful responder is expected to enter into a Vendor Agreement which will set forth general conditions.
9. Special Insurance Requirements
The following insurance coverage is minimally required. Please describe your insurance coverage. If selected, you will be required to submit documentation of coverage. Please indicate if the cost of this coverage would increase your fee proposal.
 - General Liability

- Worker's Compensation
- Professional Liability

SECTION VII: RFP EVALUATION

A. **Evaluation Criteria:** Factors that will be applied will include, but not necessarily be limited to, the following:

1. General quality, completeness, accuracy, clarity, and adequacy of response to requirements as requested in Specifications and Scope of Work.
2. **Knowledge and Experience** – The vendor's knowledge and experience with data network systems and services in the healthcare industry. Knowledge and use of HIPAA practices is important with regard to privacy and security of patient health information.
3. **Competence** - The qualifications of the specific personnel who will be assigned to La Clínica's project, resources available, ability to meet timelines, financial stability, overall responsiveness to the RFP requirements.
4. **System Functionality** – The vendor's ability to provide the functionality described in the RFP.
5. Design and architecture proposed by the vendor meets La Clínica's project's goals and objectives.
6. Implementation support and training plan presented in the RFP.
7. Vendor's ability to meet the deliverables and timeline.
8. Vendor's support process and availability with regard to Service Level Agreement (SLA).
9. Reasonableness of Fee – The vendor's pricing/fee schedule will be evaluated if it falls within the range of what La Clínica can pay for these services.

B. **Evaluation Procedure:**

1. Final execution of the contract will be based on La Clínica's assessment of the entire proposal, the vendor's qualifications, and, if applicable, the results of the interview.
2. La Clínica may invite a select vendor(s) to discuss the details of the scope of work and deliverables.

This Request for Proposal does not commit La Clínica to award an agreement, to pay any costs incurred in the preparation of the submittal made in response to this request or to procure or contract for services.

Appendix A

Addresses of La Clínica locations

County	La Clinica Sites	Street	Floor	City	State	Zip
Alameda	Information Technology	1600 Harbor Bay Parkway	Suite 120	Alameda	CA	94502
Alameda	SBHC - Ashland/Fuente	16335 East 14th St.	2nd Floor	San Leandro	CA	94578
Alameda	SBHC - San Lorenzo	50 E. Lewelling Blvd.	Room S-5	San Lorenzo	CA	94580
Alameda	Cultura y Bienestar	1415 Fruitvale Ave Oakland		Oakland	CA	94601
Alameda	Administration	1450 Fruitvale Ave	3rd Floor (also supports MH)	Oakland	CA	94601
Alameda	Administration	1450 Fruitvale Ave	2nd Floor - TLC (also Supports Accounting)	Oakland	CA	94601
Alameda	Administration	1450 Fruitvale Ave	2nd Floor - HR	Oakland	CA	94601
Alameda	Administration - WIC	1450 Fruitvale Ave	1st Floor	Oakland	CA	94601
Alameda	Casa CHE - TRUCHA 1470	1470 Fruitvale Ave		Oakland	CA	94601
Alameda	Casa del Sol	1501 Fruitvale Ave		Oakland	CA	94601
Alameda	Clinica Alta Vista	1515 Fruitvale Ave	2nd Floor	Oakland	CA	94601
Alameda	DC	1525 Fruitvale Ave		Oakland	CA	94601
Alameda	Billing Alameda	1525 Fruitvale Ave	2nd Floor	Oakland	CA	94601
Alameda	Casa CHE - Alameda - TRUCHA	1531 Fruitvale Ave		Oakland	CA	94601
Alameda	Casa CHE - Alameda	1537 Fruitvale Ave		Oakland	CA	94601
Alameda	Materials Management	1601 Fruitvale Ave		Oakland	CA	94601
Alameda	SBHC - Hawthorne	1700 28th Ave		Oakland	CA	94601
Alameda	Fruitvale Dental	3050 E.16th Street		Oakland	CA	94601
Alameda	Family Optometry	3060 E.9th St.	Fruitvale Shopping Center	Oakland	CA	94601

Alameda	Transit Village 1st floor	3451 E.12 St	1st Floor	Oakland	CA	94601
Alameda	Transit Village 3rd floor	3451 E.12 St	3rd Floor	Oakland	CA	94601
Alameda	Transit Village 2nd floor	3451 E.12 St.	2nd Floor	Oakland	CA	94601
Alameda	Facilities	3616 San Leandro Street		Oakland	CA	94601
Alameda	SBHC - Fremont	4610 Foothill Blvd		Oakland	CA	94601
Alameda	Davis Pediatrics	5461 Foothill Blvd		Oakland	CA	94601
Alameda	San Antonio	1030 International Blvd	1st Floor	Oakland	CA	94606
Alameda	San Antonio	1030 International Blvd	2nd Floor	Oakland	CA	94606
Alameda	SBHC - Roosevelt	1926 E.19th St.		Oakland	CA	94606
Alameda	SBHC - YHHC	286 E.10th St.	1st Floor	Oakland	CA	94606
Alameda	CHO Dental	4881 Telegraph Ave		Oakland	CA	94609
Alameda	SBHC - Oakland Technical	4351 Broadway		Oakland	CA	94611
Alameda	SBHC - Havenscourt	1390 66th Ave		Oakland	CA	94621
Alameda	Billing suite	3136 International Blvd.	3 rd Floor	Oakland	CA	94601
Contra Costa	Monument/Dental	2000 Sierra Road	2nd Floor	Concord	CA	94518
Contra Costa	Mental Health - Casa de Luz	2005 Main Street	Suite #C	Oakley	CA	94561
Contra Costa	Oakley Medical	2021 Main Street		Oakley	CA	94561
Contra Costa	Pittsburg Medical	2240 Gladstone Drive	Suite 4	Pittsburg	CA	94565
Contra Costa	Pittsburg Medical, Admin Area	2240 Gladstone Drive	Suite 4	Pittsburg	CA	94565
Contra Costa	Pittsburg Dental	339 East Leland Road		Pittsburg	CA	94565
Contra Costa	Casa CHE - CoCo/Solano Admin	335 E. Leland Road		Pittsburg	CA	94565
Solano	SBHC - Elsa Widenmann Health Center	100 Whitney Ave		Vallejo	CA	94589

Solano	North Vallejo Suite 168	168 Hospital Drive		Vallejo	CA	94589
Solano	North Vallejo Suite 170	170 Hospital Drive		Vallejo	CA	94589
Solano	North Vallejo Suite 190	190 Hospital Drive		Vallejo	CA	94589
Solano	North Vallejo Suite 200	200 Hospital Drive		Vallejo	CA	94589
Solano	North Vallejo Suite 210	210 Hospital Drive		Vallejo	CA	94589
Solano	North Vallejo Suite 220	220 Hospital Drive		Vallejo	CA	94589
Solano	Vallejo Georgia Street Downstairs	415 Georgia Street	Suite B	Vallejo	CA	94590
Solano	Vallejo Georgia Street Street level	415 Georgia Street	Suite B	Vallejo	CA	94590

Appendix B

Overview of existing network system at La Clinica

Site Name: Administration 1st - WIC

Equipment:

Type	Make & Model	Site Name	Description
Switch	HP 2530-48G (J9775A)	WIC Fruitvale	48 Port Gig Switch
Router	Cisco 1941	WIC Fruitvale	Router

Subnets: 10.10.190.1/24

Connectivity: AT&T T1 Triple Bonded Multilink1; AT&T T1

Site Name: Administration 2nd and 3rd Floor

Equipment:

Type	Make & Model	Location	Description
Router	Cisco 2811	Administration	Router
Router	Cisco ISR 4331	Administration	Router
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Access Point	Meraki MR18	Administration	Decommissioned
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Administration	48 Port Gig Switch
Unmanaged Switch	Aruba J9774A	TLC	8 Port Gig Switch - PoE
Unmanaged Switch	Dlink DES-10005E	Administration	5 Port Switch

Subnets: 10.10.70.1/24

Connectivity: Comcast Fiber 1 GB WAN 1; AT&T T1; AT&T T1

Site Name: Casa CHE - Alameda**Equipment:**

Type	Make and Model	Site Name	Description
Switch	Netgear 4 Port Switch	Casa CHE - Alameda	4 Port Unmanaged Switch

Subnets: 10.10.10.x/24**Site Name:** Casa de Luz**Equipment:**

Type	Make & Model	Site Name	Description
Router	Cisco 1921	Casa de Luz	Router
Switch	HP 2530-24G-PoE+ (J9773A)	Casa de Luz	24 Port Gig Switch - PoE

Subnets: 10.10.36.1/24**Connectivity:** Comcast 600 MB WAN 1; AT&T T1**Site Name:** Casa del Sol**Equipment:**

Type	Make & Model	Site Name	Description
Router	Cisco 1941	Casa Del Sol	Router
Switch	HP 2530-24G-PoE+ (J9773A)	Casa Del Sol	24 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	Casa Del Sol	48 Port Gig Switch

Subnets: 10.10.75.1/24**Connectivity:** Comcast 1 GB WAN 1; AT&T T1; AT&T T1**Site Name:** Casa CHE / TRUCHA - Alameda - 1531**Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Trucha	Firewall

Subnets: 10.10.76.1/24**Connectivity:** Comcast 100 MB WAN 1**Site Name:** Casa CHE / TRUCHA 1537**Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Trucha	Firewall

Subnets: 10.10.76.1/24**Connectivity:** Comcast 100 MB WAN 1

Site Name: CHO Dental

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 30E	CHO Dental	Firewall
Switch	HP 2530-48G (J9775A)	CHO Dental	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	CHO Dental	48 Port Gig Switch

Subnets: 10.160.1.1/24

Connectivity: AT&T ASE

Site Name: Cultura y Bienestar

Equipment: Fortinet Firewall, HP Switch

Subnets: 10.10.9.0/24

Site Name: 1525 Fruitvale

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FGT600-D	Data Center	Firewall
Layer 3 Switch	Cisco Catalyst 6509	Data Center	L3 Switch
Router	Cisco 2811	Data Center	Router
Router	Cisco 1841	Data Center	Router
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Router	Cisco ISR 4331	Davis Pediatrics; Data Center	Router
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Router	Cisco 1841	Data Center	Router
Router	Cisco 2620XM	Data Center	Router
Router	Cisco 2620	Data Center	Router
Router	Cisco 2620XM	Data Center	Router
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Router	Cisco 2620XM	Data Center	Router
Router	Cisco 2911	Data Center	Router
Switch	HP 2530-24G-PoE+ (J9773A)	Data Center	24 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Router	Cisco 2620XM	Data Center	Router
Router	Cisco 2620XM	Data Center	Router

Router	Cisco 2620XM	Data Center	Router
Switch	HP ProCurve 2524 (J4813A)	Data Center	24 Port Gig Switch
Router	Cisco 2620	Data Center	Router
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Switch	HP ProCurve 2524 (J4813A)	Data Center	24 Port Gig Switch
Router	Adtran MX2800	Data Center	M13 and STS-1 Multiplexers
Router	Adtran MX2800	Data Center	Router
Router	Cisco 2620XM	Data Center	Router
Switch	HP 2530-48G (J9775A)	Data Center	48 Port Gig Switch
Switch	HP ProCurve 2524 (J4813A)	Data Center	24 Port Gig Switch

Subnets: 10.10.10.1/24; 10.10.11.1/24

Connectivity: Cogent 100 MB; Comcast Fiber 1 GB; Comcast 100 MB

Site Name: Davis Pediatrics

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Davis Pediatrics	Firewall
Router	Cisco ISR 4331	Davis Pediatrics	Router
Switch	HP 2530-24G-PoE+ (J9773A)	Davis Pediatrics	24 Port Gig Switch - PoE
Unmanaged Switch	FS105	Davis Pediatrics	5 Port Switch

Subnets: 10.10.65.1/24

Connectivity: Comcast 100 MB Wan 1

Site Name: Dental Van

Equipment: *No relevant networking equipment.*

Subnets: *None in use.*

Connectivity: LTE Hotspot

Site Name: Facilities

Equipment:

Type	Make & Model	Site Name	Description
Router	Cisco 2620XM	Facilities	Router
Switch	HP 2530-48G (J9775A)	Facilities	48 Port Gig Switch
Firewall	Fortinet FortiGate 80E	Facilities	Firewall

Subnets: 10.40.1.1/24

Connectivity: AT&T ASE

Site Name: Family Optometry

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Family Optical	Firewall
Router	Cisco 2620XM	Family Optical	Router
Firewall	HP 2530-48G (J9775A)	Family Optical	48 Port Gig Switch
Router	D-Link DGS-1008G	Family Optical	5 port Switch

Subnets: 10.10.120.1/24

Connectivity: Comcast 100 MB WAN 1; AT&T T1, AT&T T1

Site Name: Fruitvale Dental and Material Management

Equipment:

Type	Make & Model	Site Name	Description
Router	Cisco 2620XM	Fruitvale Dental and Material Management	Router
Switch	HP 2530-24G-PoE+ (J9773A)	Fruitvale Dental and Material Management	24 Port Gig Switch - PoE
Router	Cisco	Fruitvale Dental and Material Management	Router
Router	Cisco 2620XM	Fruitvale Dental and Material Management	Router
Switch	HP 2530-48G (J9775A)	Fruitvale Dental and Material Management	48 Port Gig Switch
Switch	HP ProCurve 2524 (J4813A)	Fruitvale Dental and Material Management	24 Port Gig Switch
Switch	HP ProCurve 2510A-48 (J9020A)	Fruitvale Dental and Material Management	48 Port 10/100 Switch
Switch	HP 2530-48G (J9775A)	Fruitvale Dental and Material Management	48 Port Gig Switch

Subnets: 10.10.130.1/24

Connectivity: Comcast Fiber 1 GB WAN 1; Att&T T1; AT&T T1; Sprint 10 MB MPLS

Site Name: Information Technology

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 30E	Information Technology	Firewall
Router	Cisco ISR 4331	Information Technology	Router
Switch	HP 2530-48G (J9775A)	Information Technology	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Information Technology	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Information Technology	48 Port Gig Switch

Switch	HP ProCurve 2510A-48 (J9020A)	Information Technology	48 Port 10/100 Switch
Switch	HP ProCurve 2510A-48 (J9020A)	Information Technology	48 Port 10/100 Switch
Unmanaged Switch	Monoprice 15763	Information Technology	5 Port Switch
Unmanaged Switch	Monoprice 15764	Information Technology	5 Port Switch
Unmanaged Switch	Monoprice 15765	Information Technology	5 Port Switch
Unmanaged Switch	Monoprice 15766	Information Technology	5 Port Switch
Unmanaged Switch	Monoprice 15767	Information Technology	5 Port Switch
Unmanaged Switch	Monoprice 15768	Information Technology	5 Port Switch
Unmanaged Switch	Netgear 8 Port	Information Technology	8 Port Switch
Unmanaged Switch	Netgear 8 Port	Information Technology	8 Port Switch

Subnets: 10.16.1.1/24

Connectivity: AT&T ASE; Comcast 100 MB WAN 1, AT&T T1

Site Name: Monument Medical, Dental and CCC

Equipment Location:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FGT600-D	Data Center; Monument	Firewall
Firewall	Fortinet FortiGate 80E	Monument	Firewall
Layer 3 Switch	Cisco Catalyst 6509	Data Center; Monument	L3 Switch
Switch	HP 2530-48G (J9775A)	Monument	48 Port Gig Switch
Router	Cisco	Monument	Router
Switch	HP 2530-48G (J9775A)	Monument	48 Port Gig Switch
Security Appliance	S2 Security	Monument	
Router	Cisco 1921	Monument	Router
Switch	HP 2530-48G (J9775A)	Monument	48 Port Gig Switch
Router	Cisco ISR 4331	Monument	Router
Switch	HP 2530-48G (J9775A)	Monument	48 Port Gig Switch

Switch	HP 2530-48G (J9775A)	Monument	48 Port Gig Switch
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Subnets: 10.10.25.1/24

Connectivity: Comcast 200 MB WAN 1; Sprint 100 MB MPLS; AT&T T1; AT&T T1; AT&T T1

Site Name: North Vallejo 168, 170, 190, 200, 210 and 220

Equipment:

Type	Make & Model	Site Name	Description
Router	Cisco 2620XM	North Vallejo	Router
Firewall	Fortinet FortiGate 80E	North Vallejo	Firewall
Switch	HP 2530-24G-PoE+ (J9773A)	North Vallejo	24 Port Gig Switch - PoE
Switch	HP 2530-8G-PoE+ (J9774A)	North Vallejo	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-8G-PoE+ (J9774A)	North Vallejo	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	North Vallejo	48 Port Gig Switch

Subnets: 10.145.1.1/24

Connectivity: AT&T ASE; AT&T T1; AT&T T1

Site Name: Oakley Medical

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Oakley Medical	Firewall
Switch	HP 2530-8G-PoE+ (J9774A)	Oakley Medical	8 Port Gig Switch - PoE
Switch	HP ProCurve 2510A-48 (J9020A)	Oakley Medical	48 Port 10/100 Switch
Router	Cisco ISR 4331	Oakley Medical	Router
Switch	HP ProCurve 2510A-48 (J9020A)	Oakley Medical	48 Port 10/100 Switch

Subnets: 10.10.35.1/24

Connectivity: Comcast 100 MB WAN 1; AT&T T1; AT&T T1; AT&T T1; AT&T T1

Site Name: Pittsburg Dental and Admin**Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Casa CHE – CoCo Solano/Admin and Pittsburg Dental	Firewall
Router	Cisco 2620XM	Casa CHE – CoCo Solano/Admin and Pittsburg Dental	Router
Router	Cisco ISR 4331	Casa CHE – CoCo Solano/Admin and Pittsburg Dental	Router
Switch	HP 2530-48G (J9775A)	Casa CHE – CoCo Solano/Admin and Pittsburg Dental	48 Port Gig Switch

Subnets: 10.10.30.1/24**Connectivity:** Comcast 100 MB WAN 1; AT&T T1; AT&T T1; AT&T T1; Sprint 5 MB MPLS**Site Name:** Pittsburg Medical**Equipment:**

Type	Make & Model	Site Name	Description
Router	Cisco ISR 4331	Davis Pediatrics; Data Center; Pittsburg Medical	Router
Router	Cisco 2620XM	Pittsburg Medical	Router
Router	Cisco	Pittsburg Medical	Router
Switch	HP ProCurve 2510A-48 (J9020A)	Pittsburg Medical	48 Port 10/100 Switch
Router	Cisco 2620XM	Pittsburg Medical	Router
Switch	HP 2530-8G-PoE+ (J9774A)	Pittsburg Medical	8 Port Gig Switch - PoE
Switch	HP ProCurve 2510A-48 (J9020A)	Pittsburg Medical	48 Port 10/100 Switch
Switch	HP ProCurve 2510A-48 (J9020A)	Pittsburg Medical	48 Port 10/100 Switch
Router	Cisco ISR 4331	Administration; Pittsburg Medical	Router

Subnets: 10.10.20.1/24**Connectivity:** Comcast Fiber 1 GB WAN 1; Sprint 10 MB MPLS; AT&T T1; AT&T T1; AT&T T1

Site Name: San Antonio**Equipment:**

Type	Make & Model	Site Name	Description
Switch	HP ProCurve 2524 (J4813A)	San Antonio	24 Port Gig Switch
Firewall	Fortinet FortiGate 80E	San Antonio	Firewall
Router	Cisco	San Antonio	Router
Switch	HP ProCurve 2510A-48 (J9020A)	San Antonio	48 Port 10/100 Switch
Switch	HP 2530-48G (J9775A)	San Antonio	48 Port Gig Switch
Router	Cisco 2811	San Antonio	Router
Switch	HP 2530-8G-PoE+ (J9774A)	San Antonio	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	San Antonio	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	San Antonio	48 Port Gig Switch
Unmanaged Switch	Netgear 5 Port	San Antonio	5 Port Switch
Unmanaged Switch	Dlink DES-10005E	San Antonio	5 Port Switch

Subnets: 10.10.50.1/24; 10.10.210.1/24**Connectivity:** Comcast 1 GB WAN 1; Sprint 10 MB MPLS; AT&T T1; AT&T T1**Site Name: SBHC – Ashland/Fuente****Equipment:**

Type	Make & Model	Site Name	Description
Router	Cisco 1921	SBHC - Ashland	Router
Router	Cisco	SBHC - Ashland	Router
Switch	HP 2530-8G-PoE+ (J9774A)	SBHC - Ashland	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	SBHC - Ashland	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	SBHC - Ashland	48 Port Gig Switch

Subnets: 10.10.154.1/24**Connectivity:** Sprint 10 MB MPLS; AT&T T1**Site Name: SBHC – Fremont****Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 30E	SBHC - Fremont	Firewall
Switch	HP 2530-48G-PoEP (J9772A)	SBHC - Fremont	48 Port Gig Switch - PoE

Subnets: 10.149.1.1/24**Connectivity:** AT&T ASE

Site Name: SBHC - Havencourt

Equipment:

Type	Make & Model	Site Name	Description
Layer 3 Switch	Cisco Catalyst 6509	Data Center; Monument; Havencourt	L3 Switch
Router	Cisco 1941	Havencourt	Router
Switch	HP 2530-8G-PoE+ (J9774A)	Havencourt	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	Havencourt	48 Port Gig Switch

Subnets: 10.10.152.1/24

Connectivity: Arris 4G 50 MB WAN 1; AT&T T1

Site Name: SBHC - Hawthorne

Equipment:

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	SBHC - Hawthorne	Firewall
Router	Cisco 1841	SBHC - Hawthorne	Router
Switch	HP 2530-48G (J9775A)	SBHC - Hawthorne	48 Port Gig Switch

Subnets: 10.10.146.1/24

Connectivity: Comcast 100 MB WAN 1; Comcast Fiber 1 GB WAN 1; AT&T T1

Site Name: SBHC - Oakland Technical

Equipment:

Type	Make & Model	Site Name	Description
Router	Cisco 1841	Oakland Tech	Router
Switch	HP 2530-8G-PoE+ (J9774A)	Oakland Tech	8 Port Gig Switch - PoE

Subnets: 10.10.147.1/24

Connectivity: AT&T ASE; AT&T T1

Site Name: SBHC - Roosevelt

Equipment:

Type	Make & Model	Site Name	Description
Router	Cisco 1841	SBHC - Roosevelt	Router
Switch	HP 2530-8G-PoE+ (J9774A)	SBHC - Roosevelt	8 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	SBHC - Roosevelt	48 Port Gig Switch

Subnets: 10.10.151.1/24

Connectivity: AT&T ASE; AT&T T1

Site Name: SBHC – San Lorenzo**Equipment:**

Type	Make & Model	Site Name	Description
Switch	HP 2530-48G (J9775A)	SBHC - San Lorenzo	48 Port Gig Switch
Switch	HP 2530-8G-PoE+ (J9774A)	SBHC - San Lorenzo	8 Port Gig Switch - PoE

Subnets: 10.10.148.1/24**Services/Software:** EPIC**Site Name: SBHC – YHHC****Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 30E	SBHC - YHHC	Firewall
Switch	HP 2530-48G (J9775A)	SBHC - YHHC	48 Port Gig Switch

Subnets: 10.10.153.1/24**Connectivity:** AT&T ASE; AT&T T1**Site Name: Transit Village****Equipment:**

Type	Make & Model	Site Name	Description
Firewall	Fortinet FortiGate 80E	Transit Village	Firewall
Switch	HP 2530-24G-PoE+ (J9773A)	Transit Village	24 Port Gig Switch - PoE
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Router	Cisco	Transit Village	Router
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Router	Cisco 1841	Transit Village	Router
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch

Switch	HP ProCurve 2510A-48 (J9020A)	Transit Village	48 Port 10/100 Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	Transit Village	48 Port Gig Switch
Switch	HP 2530-8G-PoE+ (J9774A)	Transit Village	8 Port Gig Switch - PoE
Unmanaged Switch	EF 3116	Transit Village	16-Port 10/100 Ethernet Switch
Unmanaged Switch	Tplink 5 Port 10/100	Transit Village	5 Port 10/100 Switch
Unmanaged Switch	Netgear DS104	Transit Village	4 Port 10/100 Switch
Switch	J9020A 10/100	Transit Village	48 Port 10/100 Switch
Unmanaged Switch	FS105	Transit Village	5 Port Switch
Unmanaged Switch	SE-1500	Transit Village	5 Port Switch
Unmanaged Switch	SE-1500	Transit Village	5 Port Switch
Unmanaged Switch	Dlink DES-10005E	Transit Village	5 Port Switch

Subnets: 10.10.180.1/24; 10.10.181.1/24; 10.10.184.1/24

Connectivity: Comcast Fiber 1 GB WAN 1; Sprint 50 MB MPLS; AT&T T1; AT&T T1

Site Name: New Vallejo – Georgia Street – Dental and Medical

Equipment:

Type	Make & Model	Site Name	Description
Switch	HP 2530-48G (J9775A)	North Vallejo; New Vallejo	48 Port Gig Switch
Firewall	Fortinet	New Vallejo	Firewall
Router	Cisco ISR 4331	New Vallejo	Router
Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch
Switch	HP 2530-24G (J9776A)	New Vallejo	24 Port Gig Switch

Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch
Switch	HP 2530-24G (J9776A)	New Vallejo	24 Port Gig Switch
Firewall	Fortinet	New Vallejo	Firewall
Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch
Switch	HP 2530-48G (J9775A)	New Vallejo	48 Port Gig Switch

Subnets: 10.150.1.1/24

Connectivity: AT&T ASE; AT&T T1

Site Name: Billing suite (new site)

Equipment:

1. HP Switch x1
2. Fortigate Firewall x1
3. Cisco Router x1

Title:	Conflict of Interest Policy
Subject:	Policy
Department:	Office of Compliance, Ethics and Integrity
Policy Owner:	Compliance Officer
Original Creation Date:	11/21/2011
Review Period:	24 Months
Review Date:	03/16/2022
Approved By:	La Clínica Board of Directors
Approval Date:	03/16/2020
Effective Date:	03/17/2020

I. POLICY PURPOSE

La Clínica and its board of directors, officers, employees, contractors, agents and volunteers have a responsibility to La Clínica's patients, federal and state governments, other La Clínica funders, and the communities served by La Clínica, to conduct themselves prudently, responsibly, in furtherance of, and consistent with La Clínica's charitable purposes and non-profit, tax-exempt status, and in the best interests of La Clínica's patients. This policy serves to provide notice and guidance to all persons and organizations to ensure that all of La Clínica's business operations and practices are conducted with a high degree of ethics and integrity. Specifically, this policy outlines provisions that prohibit conflict of interest (COI) or the appearance of conflict of interest by Board members, employees, consultants, and those who furnish goods or services to La Clínica.

II. POLICY STATEMENT

As referenced above, La Clínica is organized and operated exclusively for charitable purposes under the California Nonprofit Corporation Law and within the meaning of Section 501(c)(3) of the Internal Revenue Code ("Code"), as amended. La Clínica is a nonprofit, tax-exempt organization and maintenance of its tax-exempt status is important both for its continued financial stability and for public support. As a public trust, La Clínica is subject to scrutiny by and accountable to such government authorities as well as to members of the public. Central to maintaining La Clínica's status as a public trust, this policy is intended to guide anyone who is contemplating entering into a transaction that

might benefit the private interest of a director, an officer, the top management or top financial official, or key La Clínica employees.

II.A OPERATIONAL REQUIREMENTS

1. PERSONS CONCERNED

This statement is directed not only to directors and officers, but to all employees, vendors, or others who may be in a position to influence La Clínica's business operations and practices. This includes all persons who can make purchasing decisions on behalf of La Clínica, all persons who might be described as "management personnel," and anyone who has proprietary information concerning La Clínica. For the purposes of this policy, all these persons described herein will be referred to as a "Responsible Person." Additionally, for the purposes of this policy the "Responsible Person" is any person serving as a La Clínica board of director, an officer, employee, contractor, consultant, agent, student, intern, resident, volunteer, key employee, or others representing themselves on behalf of La Clínica.

A "key employee" is any "Responsible Person" who is an employee who has responsibilities or influence over the organization similar to that of officers, or directors, or who manage a program or clinic site. At minimum, this includes site managers, supervisors, and managers, or anyone else who is in the position to purchase goods and/or services on behalf of La Clínica.

For the purposes of this policy, a "Family/Stepfamily Member" is defined as a spouse, registered domestic partner or significant other, children, parents, substitute parents, brothers, sisters, grandparents, in-laws, relatives extending to first cousins, uncles/aunts and nieces/nephews and any relative living in the "Responsible Person's" household.

An "interest" for the purposes of this policy, means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect that may influence a "Responsible Person's" judgement, including a sale, loan, or exchange transaction with La Clínica, or receipt of compensation from La Clínica.

For the purposes of this policy, a "transaction" means any transaction, agreement, or arrangement between any "Responsible Person(s)" and La Clínica, or between La Clínica and any third party where a "Responsible Person"

has a real or perceived interest in the transaction or any part to it. **Note:** A gift to La Clínica is not a “contract” or “transaction.” Refer to La Clínica’s gift policy for more information.

1) AREAS IN WHICH CONFLICT MAY ARISE

Conflicts of interest may arise in the relations a “Responsible Person” may have with any of the following third parties:

- Persons and firms supplying goods and services to La Clínica.
- Person and firms from whom La Clínica leases property and equipment.
- Persons and firms with whom La Clínica is dealing or planning to deal with in connection with a gift, purchase or sale of real estate, securities, or other property.
- Competing or affinity organizations.
- Donors, funders, and others supporting La Clínica.
- Agencies, organizations, and associations which affect the operations of La Clínica.
- Family members, friends, and other employees.

2) NATURE OF CONFLICTING INTEREST

A conflicting interest may be defined as an interest, direct or indirect, with any “Responsible Person” as outlined in Sections 1 and 2, above. Such an interest might arise through:

- Owning 5% or more of stock or holding debt or other proprietary interests in any third party dealing with La Clínica.
- Holding office, serving on the board, participating in management, or being otherwise employed with any third party dealing with La Clínica.
- Receiving payment for services with respect to individual transactions involving La Clínica.
- Using La Clínica’s time, personnel, equipment, supplies, or good will for other than La Clínica approved activities, programs and purposes.
- Participation in the selection, award, or administration of a contract supported by a Federal award if there is a real or apparent conflict of interest.
- Receiving personal gifts or loans from third parties dealing or competing with La Clínica.
- **NOTE:** A “Responsible Person” may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or

other parties to subcontractors. A gift of \$25 from a single source (e.g. individual, corporation, contractor, vendor, etc.) per occasion or \$50 from a single source in a calendar year do not have to be reported.

3) INTERPRETATION OF THIS STATEMENT OF POLICY

The areas of conflicting interest listed in Section 2, and the relations' in those areas which may give rise to conflict, as listed in the nature of conflicting interests in Section 3, are not exhaustive and all inclusive, but only serve to provide as examples of potential conflicts. Conflicts might arise in other areas or through other relations. All "Responsible Persons" are expected to recognize such areas and relation by comparison, and if any "Responsible Person" needs clarification or has questions, will be equally responsible for contacting the Compliance Office for assistance.

The fact that one of the interests described in Section 3 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances, it is necessarily adverse to the interests of La Clínica.

However, it is the policy of La Clínica that the existence of any of the interests described in Section 3 shall be disclosed before any transaction is finalized. It shall be the continuing responsibility of all "Responsible Persons," as applicable, to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

4) DISCLOSURE POLICY AND PROCEDURE

A. Duty to Disclose: A "Responsible Person" shall disclose to the Compliance Officer (or if she or he is the one with the conflict, then to the board chair,) all material facts regarding his or her interest in the transaction, promptly upon learning of the transaction. This disclosure will be documented using the Conflict of Interest Questionnaire & Disclosure Form. Compliance Officer shall bring the matter to the attention of the Audit and Compliance Committee of the Board. The "Responsible Person" or any other interested person(s) involved with the transaction shall not be present during the Audit and Compliance Committee's discussion/deliberation involving the transaction.

- B. Determining Whether a Conflict of Interest Exists:** The Compliance Officer shall gather all material facts regarding the transaction; including requesting and reviewing appropriate data such as determining fair market value for the transaction. After exercising due diligence, which may include investigating alternatives that present no conflict, the Compliance Officer shall present all information to the Audit and Compliance Committee of the Board for their review and consideration. The Audit and Compliance Committee of the Board will determine whether the transaction is in La Clínica's best interest, for its own benefit, and whether it is fair and reasonable to La Clínica.
- C. Minutes of Proceedings:** The Audit and Compliance Committee minutes shall contain the name of the "Responsible Person" with the conflict of interest; the nature of the interest and whether it was determined to constitute a conflict; any alternative transactions considered; all information reviewed (e.g. comparability data or other information obtained); the members of the Audit and Compliance Committee Board present during the deliberations on the transaction, those who voted on it, and the result of the vote, if applicable, the terms of the transaction that was approved and the date it was approved.
- D. Annual Disclosure:** Each Board director, each corporate officer, and all "Responsible Persons" shall review and complete annually the "Conflict of Interest Questionnaire & Disclosure Statement."
- E. Prohibited Gifts, Gratuities and Entertainment:** As part of its Conflict of Interest policy, La Clínica requires that all "Responsible Persons", which includes all workforce members (directors, officers, employees, contracted employees, agents, students, interns, residents or volunteers) decline to accept certain gifts, gratuities, entertainment, consideration or payment from individuals or companies that seek to do business with La Clínica or are a competitor of it. This policy and the conflict of interest disclosure form are intended to implement prohibition on "gifts" and disclosure requirement. Gifts of nominal value, such as food, cookies, candy, flowers, pens, pencils, mugs, calendars, etc., are acceptable. A gift of \$25 from a single source (e.g. individual, corporation, contractor, vendor, etc.) per occasion or \$50 from a single source in a calendar year do not have to be reported.

Except as approved by the Chairman of the Board or designee or for items of nominal value, no person or family member shall accept gifts, entertainment or other favors from any person or entity which:

- Does or seeks to do business with La Clínica
- Does or seeks to compete with La Clínica
- Has received, is receiving, or is seeking to receive a Contract or Transaction with La Clínica.

a) Gift Disclosure Requirement: You are required to disclose anything of value (a gift, gratuity or entertainment) that you or a family member has received from any person or entity which:

- Does or seeks to do business with La Clínica
- Does or seeks to compete with La Clínica
- Has received, is receiving, or is seeking to receive a Contract or Transaction with La Clínica.

Note: This does not include gifts of nominal value, such as food, cookies, candy, flowers, pens, pencils, mugs, calendars, etc.

F. Conflicting Interest Exists: Transactions with parties with whom a conflicting interest exists may be undertaken only if **all** the following are observed:

- The conflicting interest is fully disclosed in writing;
- The person with the conflict of interest is excluded from the discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and is conducted in accordance with La Clínica procurement policy.
- The board or a duly constituted committee thereof has determined that the transaction is in the best interest of the organization.

5) VIOLATIONS

If the Board has reasonable cause to believe that a “Responsible Person” has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such “Responsible Person” of the basis for this belief and afford the “Responsible Person” an opportunity to explain the alleged failure to disclose. If, after hearing the “Responsible Person’s” response and making further investigation as warranted by the circumstances, the Board determines that the “Responsible

Person" has failed to disclose an actual or possible conflict of interest, the Board, or their designee, shall take appropriate corrective actions, as appropriate.

6) MONITORING

To ensure that La Clínica operates in a manner consistent with its status as a nonprofit, tax-exempt organization, the Board shall authorize the Compliance Officer to oversee an annual review of the administration of this conflict of interest policy. The Compliance Officer will communicate the results of the annual review to the Audit and Compliance Committee of the Board. The review will include dealings with potential or actual conflicts, whether discovered before or after the transaction occurred. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

III. POLICY SCOPE

This policy applies to the following individuals, groups, classifications, organizations, or entities:

(Check Marks Indicate Applicability)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Employees | <input checked="" type="checkbox"/> Board of Directors |
| <input checked="" type="checkbox"/> <i>(Including Part-Time /</i> | <input checked="" type="checkbox"/> Consultants |
| <input checked="" type="checkbox"/> Contracted Employees | <input checked="" type="checkbox"/> Business Associates |
| <input checked="" type="checkbox"/> Sub-contractors | <input checked="" type="checkbox"/> Business Partners |
| <input checked="" type="checkbox"/> Residents/Students/Interns | <input checked="" type="checkbox"/> Vendors |
| <input checked="" type="checkbox"/> Volunteers | <input type="checkbox"/> Other <i>(Please list...)</i> |

IV. DEFINITION OF TERMS

1. Responsible Person is any person serving as a La Clínica board of director, an officer, employee, contractor, consultant, agent, student, intern, resident, volunteer, key employee, or others representing themselves on behalf of La Clínica.
2. Key employee is any "Responsible Person" who is an employee who has responsibilities or influence over the organization similar to that of officers, or directors, or who manage a program or clinic site.
3. Family/Stepfamily Member is defined as a spouse, registered domestic partner or significant other, children, parents, substitute

parents, brothers, sisters, grandparents, in-laws, relatives extending to first cousins, uncles/aunts and nieces/nephews and any relative living in the “Responsible Person’s” household.

4. Interest for the purposes of this policy, means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect that may influence a “Responsible Person’s” judgement, including a sale, loan, or exchange transaction with La Clínica, or receipt of compensation from La Clínica.
5. Transaction means any transaction, agreement, or arrangement between any “Responsible Person(s)” and La Clínica, or between La Clínica and any third party where a “Responsible Person” has a real or perceived interest in the transaction or any part to it.

V. RELATED POLICIES & PROCEDURES

Code of Conduct Policy & Procedure and all other company policies and procedures.

VI. REFERENCES

Section 330(a)(1) and 330(k)(3)(D) of the Public Health Service Act
42 CFR 51.113
42 CFR 56.114
45 CFR 75.327

CONFLICT OF INTEREST QUESTIONNAIRE & DISCLOSURE STATEMENT

La Clínica workforce members, including executive and management personnel, volunteers, Board of Directors, others, or contractors/ vendors (collectively referred to as La Clínica members) are expected to act in a manner that furthers the best interests of La Clínica.

As part of this duty, La Clínica must monitor compliance with disclosure of any and all real or perceived conflict of interests (COI) by La Clínica members.

A conflict of interest may arise when a La Clínica member (or a La Clínica member's friend, acquaintance, or family member) has a business, financial, fiduciary or personal interest with La Clínica.

A conflict of interest may also arise with the following:

- Your spouse, domestic partner, parent, child or spouse of a child, or a brother, sister, or spouse of a brother or sister; or a brother or sister-in-law;
- Any corporation or organization of which you are a board member, an officer, a partner, participate in management or are employed by, or are, directly or indirectly, a debt holder or the beneficial owner of any class of equity securities; and
- Any trust or other estate in which you have a substantial beneficial interest or as to which you serve as trustee or in a similar capacity.

Please answer each question fully and provide detailed explanations when required.

First and Last Name of Employee or Board Member or Other:

Role

- | | |
|---|---|
| <input type="checkbox"/> Board of Directors | <input type="checkbox"/> Executive /Management Team |
| <input type="checkbox"/> Employee | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

CONFLICT OF INTEREST QUESTIONNAIRE

1. Please describe any business, financial, fiduciary or personal interest relationship, transaction, position you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify any nonprofit boards you and your spouse) sit on, any for profit business for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any business you or a family member own:

2. Have you participated in the selection, award, or administration of a contract supported by a Federal award in which you or a La Clínica member has a real or apparent conflict of interest.

- I have no conflict of interest to report.
- I have the following conflict of interest to report (please specify contract, the role you played, the dollar value of the contract, and other relevant information).

3. In the past 12 months, have you solicited or accepted donations, favors, gifts or anything of monetary value from contractors or parties to contractors?

NOTE: A gift of \$25 from a single source (e.g. individual, corporation, contractor, vendor, etc.) per occasion or \$50 from a single source in a calendar year do **not** have to be reported.

- No
- Yes, please explain below

DISCLOSURE STATEMENT ACKNOWLEDGEMENT & ATTESTATION

I, hereby, affirm that I have read and understand La Clínica's Conflict of Interest Policy and I am not in violation of any of its provisions. I understand that I must maintain the highest standards of professional conduct and integrity, and I am aware that the discovery of any conduct which appears to be a violation of La Clínica's Conflict of Interest Policy will be reported to Compliance Office immediately.

I further understand that violations of La Clínica's Conflict of Interest Policy may constitute grounds for dismissal or removal. Directors, Officers, and the Management are expected to act fairly and honestly in all transactions to maintain and uphold La Clínica's high ethical standards.

I, hereby, certify that the information set forth in the questionnaire and above is true and complete to the best of my knowledge.

Signature

Date

FREQUENTLY ASKED QUESTIONS

1. As part of this Conflict of Interest Policy, what am I being asked to do?

You are being asked to do three things:

- First comply with the Conflict of Interest Policy and other ethical standards of La Clínica (e.g., code of conduct, nepotism or conflict of interest, and gift prohibition part of Conflict of Interest).
- Second read and understand the Conflict of Interest Policy every 12 to 24 months, as appropriate, and contact Compliance Office if you have any questions or if anything is unclear.
- Third complete and submit an annual Conflict of Interest Questionnaire and Disclosure Form and to update your responses over the course of the year within 30 days of a reportable change. Examples of a reportable change include acquiring or discovering (e.g. through purchase, marriage, inheritance) a new financial interest, including but not limited to an outside position, equity in a business, or employing a member of your family.

2. How will the Policy and ethical standards be interpreted and implemented?

This Conflict of Interest Policy will be interpreted and implemented to accomplish its purposes: that is, to protect the integrity of La Clínica and the individuals covered by the Policy. In this regard, it is important to remember that an essential aspect of any conflict of interest policy is to prevent even the perception of a conflict, because the integrity of La Clínica can be compromised by even the appearance of a conflict of interest. *In other words, how would the transaction or behavior in question appear to the public if it were published on the front page of the local newspaper, or can the action be explained to the Board of Directors, patients or community members as in the best interests of La Clínica?*

3. How are family members of an employee covered and why?

Family members are covered in two different ways:

- For financial conflict of interest, Federal rules require the individual to report his/her own financial interests and those of any immediate family member, which is defined to include a spouse, spousal equivalent, and/or dependent children. Under these rules, the concern is that the family members' financial interests can affect an individual's decisions related to

objectivity in the provision of health care services, La Clínica's charitable purposes, and other organizational responsibilities.

- For nepotism, i.e., decisions affecting the employment of relatives, "family" is broader and includes a spouse, spousal equivalent, children, parents, brothers, sisters, step-parents, step-children, and step-brothers or sisters, and other persons living in the same household as that individual. There is a concern when an employee hires or has direct or indirect supervision of a family member, or where the employee can influence employment decisions affecting the employment of the family member, i.e., hiring, firing, setting hours and wages, evaluations, promotion, etc.

4. What gifts are acceptable, or are they all banned? Can I accept greeting cards from patients or a vendor?

All "Responsible Persons" which includes all workforce members (directors, officers, employees, contracted employees, agents, students, interns, residents or volunteers) are prohibited from accepting material gifts, favors, or hospitality that might influence or appear to influence their decision making or compromise their judgment in actions. For these purposes, material is considered anything having a fair market value of \$25 or more per source or a fair market value of \$50 or more per source per calendar year.

However, certain items are excluded from the definition of "gift" and you may accept them pursuant to their fair market value being less than \$25 per source or \$50 per source annually. Examples of acceptable gifts are noted below:

- Accepting a meal from a potential contributor or donor to La Clínica, when development activities are part of the employee's job responsibilities;
- Snacks (coffee, donuts, other modest food items not offered as part of a meal);
- Greeting cards, plaques, certificates, or trophies (items of little intrinsic value intended solely for presentation);
- Prizes in contests open to all La Clínica employees (agency wide).
****A vendor/contractor is prohibited from designating the recipient of the prize to a single person or department.**
- Commercial discounts available to all La Clínica employees (agency wide).
- Anything for which you pay fair market value.

5. Do I need to report all business dealings I have? For example, I own a dog grooming business. Do I need to report that?

If there is **very** little likelihood of a business relationship with La Clínica (for example, in this example it is HIGHLY unlikely that La Clínica will contract with a dog groomer) this does not need to be reported on the annual disclosure form. The goal is to evaluate external relationships that might overlap with La Clínica's charitable purposes and organizational responsibilities that can influence the provision of health care services.

6. As a La Clínica workforce manager, can I enter into contract with a former employee who has a printing business?

It depends.

First, did you work with or supervise the former employee, and/or was there a personal relationship that existed between you and the former employee; and/or is the former employee related to you by marriage or have any other family relationship (direct or extended)? *If you answered "Yes" to any of these questions, a potential conflict of interest may exist.*

Now that you have established that a potential conflict of interest may exist, the best rule of thumb is to remove yourself from all communications and negotiations regarding the contract.

Second, inform your manager or immediate supervisor, as appropriate, that a potential conflict of interest may exist; and that based on that possibility, *you will not be involved in the selection, review, or any contract negotiations.* Document this disclosure by completing the Conflict of Interest Questionnaire and Disclosure Form, and returning it to the Office of Compliance & Ethics via at compliance@laclinica.org

Third, in order to stay clear of any possible conflict, your manager or supervisor will lead and negotiate the contract following established La Clínica's Procurement Policy & Procedures. If through that process it is determined that contracting with the former La Clínica employee makes good business sense and it is in the organization's best interest, La Clínica will have gained a new business partner and you will have safely navigated entering into a conflict of interest. Good job!!

LA CLÍNICA'S CONFLICT OF INTEREST POLICY ACKNOWLEDGMENT

I, hereby, acknowledge and agree:

1. That I have received and read La Clínica's Conflict of Interest Policy and agree to abide by this policy.
2. That I will comply with the rules and regulations outlined in this policy.
3. I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, or that I have not complied with La Clínica's Conflict of Interest Policy, or if I have a disclosure to make, I will notify La Clínica's Compliance Officerⁱ immediately.

Name of Contractor

Contractor Signature

Date

ⁱ La Clínica's Compliance Officer can be reached at 510-535-2972 or via email at compliance@laclinica.org.