

CSD 514- FRC 23G-4551

**The Department of Community Services and Development
Farmworker Resource Center in Monterey County, California**

July 1, 2023, and May 15, 2024

DATA SHARING AND USE AGREEMENT BETWEEN

COUNTY OF MONTEREY HEALTH DEPARTMENT

and

Centro Binacional para el Desarrollo Indígena Oaxaqueño;

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AGREEMENT

I. DECLARATION

This agreement is entered, by and between the **County of Monterey Health Department**, hereinafter referred to as **Health** and **Centro Binacional para el Desarrollo Indígena Oaxaqueño**; hereinafter referred to as **CBDIO**, for the purpose of data use and sharing during the implementation period of the Farmworker Resource Center of Monterey County.

II. PURPOSE

The purpose of this agreement is to describe and confirm the roles of each organization in collecting, safeguarding and report data collected throughout the Farmworker Resource Center project duration.

III. PRINCIPLES OF THE AGREEMENT

A. Health agrees to:

- a. Develop collection tools and forms directly related for evaluation measures and distribute to CBDIO for reporting.
- b. Collect data for evaluation measures directly from CBDIO as detailed in *Exhibit A*.
- c. Safeguard all data collected in compliance with standards for privacy and security of health information, including without limitation, protected health information described by HIPAA
- d. Report all evaluation measures in a de-identifiable, aggregated format to the department of community services and development and CBDIO as required under the terms of the project agreements.
 - a. May also report Board of Supervisors, internally to Health Officer or Director as requested in an aggregated, de-identified format.
- e. Oversee the execution of additional data evaluation reports and ensure its reporting to the groups or individuals previously identified.

B. CBDIO agrees to:

- a. Coordinate the data exchange from CBDIO to Health to ensure submission of all evaluation measure deliverables
- b. Collaborate with Health to ensure timely submission and record reconciliations are complete
- c. Ensure client data and records remain restricted to authorized users only within CBDIO

C. Records and Confidentiality

1. Confidentiality

All parties to this agreement and their employees, agents and contractors providing services under this agreement shall comply with all applicable provisions of law which provide for the confidentiality of records and prohibit their exposure for any purpose not directly connected with the administration of public social services. Confidential medical or personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients shall be used by either party only about its conduct

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of the program under this Agreement. The parties, through the Directors of the Health Department and their representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the either party shall remain confidential and may be disclosed only as permitted by law.

2. Maintenance of Records

The parties shall prepare, maintain, and preserve all reports and records that may be required by Federal, State and County rules and regulations related to services performed under this Agreement. The parties shall maintain such records as required by law. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the lawful retention period, then the parties shall retain said records until such action is resolved. All archived records may be retained for no less than seven years post program culmination prior to discard. Health will not guarantee the maintenance of records after seven years post program culmination.

3. Access to and Audit of Records

Health shall have the right to examine, monitor and audit all records, documents, conditions, and activities only in connection with its work under this Agreement. CBDIO shall permit Health and the State or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement. This Agreement is subject to the examination and audit of the State Auditor, at the request of Health or as part of any audit by Health, for a period of seven years after program culmination.

4. Reporting Requirements

- **CBDIO** will provide **Health** with patient-level and aggregated counts of education and outreach support, per the schedule detailed in *Exhibit A*
- **CBDIO** agrees to provide such additional data as may be required to satisfy Health and Human Services Request for information regarding the performance of work under this Agreement
- **Health** agrees to provide aggregated evaluation reports in a written, audiovisual formats as required by the department of community services and development
- **Health** may also report evaluation summary reports to CBDIO, Board of Supervisors, internally to the Health Officer, and/or Director, on a monthly, quarterly, or as otherwise requested

D. FINANCIAL TERMS

There are no financial terms to this agreement.

IV. CONTRACT ADMINISTRATORS

Health hereby designates Jennifer Rivas as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

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CBDIO hereby designates Sarait Martinez as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement which are within the responsibility of **CBDIO** shall be under the direction of, or shall be submitted to, the **CBDIO** Administrator.

V. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other, its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the indemnifying party and/or its officers, agents, employees, students, or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the indemnified party and/or its officers, agents, employees and subcontractors. The indemnifying party shall reimburse the other for all costs, attorneys' fees, expenses, and liabilities incurred with respect to any litigation in which the indemnifying party is obligated to indemnify, defend, and hold harmless the other under this Agreement.

VI. TERM AND TERMINATION

Term: The initial term (the "Initial Term") of this Agreement shall begin on July 1, 2023 and end May 15, 2024. Upon expiration of the initial term, this Agreement can be renewed for successive one-year periods (each a **Renewal** Term) with parties' agreement until terminated in accordance with Termination section immediately below. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term". Both parties agree that the financial terms and service commitments may be renegotiated annually.

Termination: Either Party may terminate this Agreement with sixty (60) days advance written notice.

VII. AMENDMENT

This Agreement may be amended or modified upon mutual written consent of both parties.

VIII. EXHIBITS

The following exhibit is incorporated herein by reference and constitutes a part of this Agreement:

Exhibit A Farmworker Resource Center Reporting Requirements

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IX. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class postage pre-paid mail to appropriate contract administrators at the addresses listed below:

For Health Department:

Elsa Jimenez
Director of Health
County of Monterey
1270 Natividad Road
Salinas, CA 93906

For CBDIO:

Sarait Martinez
Executive Director
Centro Binacional para el Desarrollo Indígena
Oaxaqueño
239 El Camino Real
Greenfield, CA 93927

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IN WITNESS WHEREOF, Health and CBDIO have executed this Agreement as of the dates written below.

COUNTY OF MONTEREY (HEALTH)

By: _____
Jennifer Rivas, Management Analyst II
Department of Health

Date: _____

By: _____
Elsa Jimenez, Director of Health
Department of Health

Date: _____

Approved as to Legal Form:

By: _____
Stacy L. Saetta, Chief Deputy County Counsel
Office of the County Counsel

Date: _____

**CENTER FOR COMMUNITY
ADVOCACY**

By: DocuSigned by: Sarait Martinez
231902DCCCAF454

Sarait Martinez
Centro Binacional para el Desarrollo Indígena Oaxaqueño

Date: 7/17/2023 | 10:35 AM PDT

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EXHIBIT A
The Department of Community Services and Development:
Farmworker Resource Center of Monterey County
Data Reporting Requirements

1. **Reciprocal data sharing:** Farmworker Resource Center of Monterey County aims to build trust and relationships with farmworkers, their communities, employers, farmers, and advocates to develop successful, valued services and activities which address the challenges and needs faced by farmworkers through the provision and increase access to services. As available, **CBDIO** will join **Health** in regularly scheduled data review.
2. **Data Reporting:** All data shall be dated (MM/DD/YYYY) and provided in a secured Excel (preferred) or Microsoft Forms format:
 - A. **Health** will provide **CBDIO** with a list of data elements by category and outcome type.
 - B. **CBDIO** will oversee the provision to **Health** with corresponding data per the category and outcome type listed below on the first Friday of each month.
 - C. **CBDIO** and **Health** will collaborate on data reports to assess modifications as needed.

The data elements per event to be provided from **CBDIO** to **Health** are as follows:

- A. **Education Access and Support:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- B. **Emergency Supportive Services and Referrals:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- C. **Employment and Assistance Advocacy:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- D. **Demographic:** To be reported monthly by CBDIO and will include a minimum of age, race, geographic location, household size, language, and employment information for all individuals receiving direct support services per week.
- E. **Financial Assistance:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- F. **Health and Human Services:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- G. **Labor and Employment Rights and Legal Services:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- H. **Services Supporting Multiple Categories:** To be reported monthly by CBDIO and will include counts of information and provision of service efforts per week.
- I. **Summary of Success and Challenges:** To be reported monthly by CBDIO and will include qualitative data regarding information and provision of service efforts per week.

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- J. ZIP Code:** To be reported monthly by CBDIO and will include counts of location of provision of service efforts per week.