

FUNDING AGREEMENT #4212  
AMENDMENT I

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This Amendment I to that Agreement for Services #4212, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Tahoe Coalition for the Homeless, a nonprofit entity duly qualified to conduct business in the State of California, whose principal place of business is PO Box 13514, South Lake Tahoe, CA 96151; (hereinafter referred to as "Subrecipient").

RECITALS

WHEREAS, Subrecipient has been engaged by County to provide Coordinated Entry Services (CES) specifically in the South Lake Tahoe Slope of the County, in accordance with Agreement for Services #4212, dated October 8, 2019, incorporated herein and made by reference a part hereof; and

WHEREAS, the County has identified a need for CES services specific to the West Slope of the County; and

WHEREAS, on October 16, 2018 the Board of Supervisors approved Resolution 221-2018 delegating authority to the HHSA Director to administer any agreement relating the CESH award (Board Item No. 18-1522), and designating HHSA as the AE for the purposes of the CESH grant; and

WHEREAS, acting as AE for the El Dorado County CoC, CA-525, the County of El Dorado, HHSA accepted Grant Agreement 18-CESH-12458 from The Department of Housing and Community Development for the purpose of carrying out a variety of activities to assist persons experiencing or at risk of homelessness, including those set forth in this agreement; and

WHEREAS, the County recruited for Housing Program Specialist(s) to provide CES services on the West Slope of the County; which ultimately resulted in a failed recruitment; and

WHEREAS, the parties hereto have mutually agreed it is in the best interest of the CES program to co-locate Subrecipient staff at the Health and Human Services Agency building located at 3047 Briw Road, Placerville, CA; and

**WHEREAS**, the County sought and has been awarded the CESH grant 19-CESH-12961 from the Department of Housing and Community Development for the term February 19, 2020 through February 18, 2025; and

**WHEREAS**, the parties hereto have mutually agreed to a three year term, thereby amending Article II "Term;" and

**WHEREAS**, the parties hereto have mutually agreed to incorporate additional staff and hours of coverage for CES services specific to the West Slope of the County, of said Agreement, thereby amending Article I "Payment and Use of Funds;" and

**WHEREAS**, in addition to the need for expanded Coordinated Entry Services, County desires to utilize Covid-19 Emergency Funding from the State to identify individuals who meet specific criteria for medical isolation, thereby providing lodging, food, necessities and support of said individuals during the COVID-19 pandemic; and

**WHEREAS**, Subrecipient has represented to the CoC that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, the parties hereto have mutually agreed to add the option to sign this Agreement in counterpart, thereby insetting Article XXVII "Counterpart," and renumbering Article XXVII "Entire Agreement" to Article XXVIII.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #4212 shall be amended a first time as follows:

**1) Article I "Payment and Use of Funds, shall be amended and replaced in its entirety as follows:**

**ARTICLE I**

**A. Payment and Use of CESH 201812019 Funds:** County agrees to pay Subrecipient within forty-five (45) days following County's receipt and approval of Subrecipient's request for quarterly or monthly distribution for Coordinated Entry Services. County shall advance to Subrecipient as follows:

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<b>Original Agreement Funding</b>	<b>NTE</b>	<b>Timeframe</b>	<b>No. of Times</b>	<b>Amount</b>	<b>Total</b>
CESH - 2018	\$121,947.00	10/1/19- 6/30/20	3 Quarters @	\$10,162.25	\$30,486.75
CESH - 2018		6/1/20 - 9/30/22	28 months@	\$3,266	\$91,460
				<b>Original Total</b>	<b>\$121,946.75</b>
<b>Amendment I Additional Funding</b>	<b>NTE</b>	<b>Timeframe</b>	<b>No. of Times</b>	<b>Amount</b>	<b>Total</b>
CESH - 2018	\$154,028.00	6/1/20 - 9/30/22	28 Months(@	\$5,501	\$154,028
CESH - 2019	\$163,368.00	10/1/22 - 3/30/24	18 Months(@	\$9,076	\$163,368
				<b>Amendment I Additional Funding Total</b>	<b>\$317,396</b>
<b>Original Funding + Amendment I Additional Funding = New Total</b>					<b>\$439,342.75</b>

Travel shall be in accordance with County Board of Supervisors Policy D-1 Issue date 12/13/16, and as amended thereafter, which may be found at:

<https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%2010-22-19.pdf>

Travel shall not exceed \$10,000 for the term of this agreement. Backup documentation for travel shall include a printout of MapQuest showing the route and miles attached to the appropriate invoice.

Requests for disbursement shall not exceed attachment D, sample budget, attached hereto and incorporated by reference herein.

**Maximum Obligation for CESH-funded activities:** The maximum obligation for CES services, inclusive of travel shall not exceed \$439,342.75 for the term of this Agreement.

**Request for quarterly/monthly CESH distributions:**

Each request for distribution shall contain all of the following data:

1. Agreement number 4212
2. Subrecipient name, address, and phone number.
3. Type of service(s) being provided. (i.e. Coordinated Entry)
4. Agreement rate as indicated above.
5. Total amount billed to the County of El Dorado under the subject request for distribution, as well as total billed to date under this Agreement.

Subrecipient is required to submit request for distributions. Receipt by HHSA of request for distributions submitted by Subrecipient for payment shall not be deemed evidence of allowable costs under this Agreement. All distributions will require Contract Administrator approval which after the first distribution shall be evidence of compliance with reporting requirements to ensure adherence to funding requirements. Upon request by County, Subrecipient may be required to submit additional or new information, which may delay reimbursement.

Request for distributions shall be sent as follows, or as otherwise directed in writing by County:

<b><i>Email (preferred method):</i></b>	<b><i>U.S. Mail:</i></b>
<p><a href="mailto:CSinvoice@edcgov.us">CSinvoice@edcgov.us</a>  Please include in the subject line:  "Contract #, Service Month, Description /  Program</p>	<p>County of El Dorado  Health and Human Services Agency  Attn: Finance Unit  3057 Briw Road, Suite B  Placerville, CA 95667-5321</p>

**Use of CESH 2018/2019 funds** is limited to the provision of Coordinated Entry Services. Subrecipient agrees to furnish the personnel necessary to provide specialized service to the El Dorado County Opportunity Knocks (EDOK) Continuum of Care (CoC), with regard to the HUD requirements for Coordinated Entry. Subrecipient shall employ an Executive Director, Program Manager, Outreach Coordinator, and Homeless Outreach/Services Advocate(s); these staff shall provide services including but not limited to the following:

**Management and Coaching**

1. As employer of Tahoe Coalition for the Homeless employees, Subrecipient shall be responsible for selection of Subrecipient employees including but not limited to hiring, training, supervision, management and termination;
2. Maintenance of Workers' Compensation or a self-insurance program, and provide coverage for all other appropriate benefits covering Subrecipient employees assigned to work at HHSA;
3. Responsibility for regularly evaluating their performance based upon performance criteria and feedback from consumers, their organization, the EDOK Board, and the Administrative Entity.

**Operation of Coordinated Entry System**

Subrecipient must fulfill all of the requirements of the HUD-approved Coordinated Entry System, including outreach, assessment, prioritization, matching, and referral for those currently experiencing homelessness or those at-risk of homelessness who may come in contact with the system and need prevention, diversion, or other housing resources.

**Expansion of Coordinated Entry**

Subrecipient will offer two (2) physical entry point(s), one in South Lake Tahoe and one in Placerville, and begin using new routes or methods of conducting outreach to enable all eligible persons in El Dorado County to access the Coordinated Entry System on an equal basis, especially those who would be least likely to access the system in the absence of special outreach.

**Community Engagement**

Subrecipient must regularly consult with EDOK CoC partners to report on the progress of the Coordinated Entry System and solicit feedback on how to adjust the Coordinated Entry System, including attending quarterly CoC General Membership and Board Meetings and leading monthly Coordinated Entry work Group meetings, and periodic meetings with HHSA staff to present progress reports, as requested.

**Authorizations for Activitie(s):**

1. County shall review reported activities on a quarterly basis and shall not make further distribution of payments if satisfactory use of funds has not been reported. Subrecipient shall not be allowed funding for activities outside of the uses listed in "Use of Funds", or outside of the dates identified in Article II, titled "Term."
2. HHSA Contract Administrator reserves the right to review and approve use of funds. All uses must comply with stated use of funds.

**Co-Location Responsibilities:**

1. County shall provide Subrecipient with the following:
  - a. Adequate office space that protects both staff and client confidentiality and safety;
  - b. Appropriate furniture necessary to conduct business, i.e., desk; chair; desktop computer with access to County applications as appropriate; telephone; storage; access to a copy machine;
  - c. Identify badge to allow access to the building; access to staff restrooms and break rooms.
2. County shall require the Subrecipient staff to sign the Health and Human Services Agency Confidentiality Agreement, attached hereto as Exhibit E and incorporated by reference herein.
3. County shall ensure that no Subrecipient staff is provided access to County systems without having first executed the County Network User Guide, attached hereto as Exhibit F.

**Reporting:**

Failure to submit Quarterly Report in accordance with Article III "Reporting," may result in future payment being withheld until such documentation is submitted; no extension of the term of this Agreement; or possible termination for lack of performance, as detailed in Article XV "Default, Termination, and Cancellation."

- B. **Payment and Use of COVID-19 Emergency Funds:** County agrees to pay Subrecipient within forty-five (45) days following County's receipt and approval of Subrecipient's invoice.

<b>Funding</b>	<b>NTE</b>	<b>Timeframe</b>	<b>No of Times</b>	<b>Amount</b>	<b>Total</b>
COVID-19 Emergency Funding	\$119,462.49	Upon execution of Amendment 1 through December 31, 2020	Monthly	Actual Cost	\$119,462.49

1. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with Exhibit G, attached hereto and incorporated by reference herein. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<b><i>Email (preferred method):</i></b>	<b><i>U.S. Mail:</i></b>
<p><u>CSinvoice@edcgov.us</u></p> <p>Please include in the subject line: "Contract#, Service Month, Description/ Program</p>	<p>County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321</p>

or to such other location as County directs.

For COVID-19 services provided herein, including any deliverables that may be identified herein, Contractor shall submit invoices or services fifteen (15) days following the end of a "service month." For billing purposes, a "service month" shall be defined as a calendar month during which Contractor provides services in accordance with the Article titled, "Scope of Services." For all satisfactory services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

**Maximum Obligation for COVID-19 - funded activities:** The maximum obligation for CES services, inclusive of travel shall not exceed \$119,462.49 for the term through December 31, 2020.

**Use of COVID-19 funds** is limited to the provision of Outreach and identification of COVID-19 eligible clients, with subsequent transportation, lodging and supportive services for those individuals as outlined below:

Outreach and identification of COVID-19 eligible clients:

Subrecipient will identify those individuals who meet the Federal Emergency Management Agency (FEMA) eligibility criteria below, utilizing Coordinated Entry Services:

- I. Individuals who test positive for COVID-19 that do not require hospitalization but need isolation or quarantine (including those exiting from hospitals). If an individual is served who meets this criteria, the Subrecipient will retain source documentation that establishes the client has received appropriate testing from a qualified medical professional or institution and that source documentation must clearly link the individual to the HMIS data created for the individual;
2. Individuals who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine. If an individual is served to meets this criteria, the Subrecipient will retain the documented certification provided by the State, local public health official, or medical health professional certifying the individual has been exposed and is need consistent with this criteria; the certification must also clearly link the individual to the HMIS data created for the individual; and

3. Individuals who are asymptomatic, but are at "high-risk," such as people over 65 or who have certain underlying health conditions (respiratory, compromised immunities, chronic disease), and who require Emergency non-congregate sheltering (NCS) as a social distancing measure. If an individual is served who meets this criteria, the Subrecipient will obtain and retain source documentation that establishes the client is considered "high-risk" consistent with this criteria and is designated so by a medical professional.

While using any of the above criteria, the Subrecipient shall at no time release or divulge an HIPAA protected personal health information received related to the clients served. Source documentation retained should be expressed by qualified professionals certifying or otherwise establishing the criteria has been met without violating patient or client HIPAA protections.

If a person served does not meet the FEMA eligibility criteria and is still provided services with COVID-19 funding as a part of this agreement, Subrecipient must classify and be able to identify the person as being ineligible using the FEMA eligibility criteria using HMIS data. Additionally, Subrecipient must provide documentation to County to verify there is good cause to provide services to the person unique to the COVID-19 emergency response.

Transportation and placement of clients in lodging:

1. Coordination with El Dorado County Sheriff Hot Team and local volunteers to provide transportation of clients to hotel, motel and other identified lodging.
2. Coordinating placement of clients in lodging.

Supportive Services:

1. Case Management:
  - a. Daily outreach and needs assessment, and referrals to community linkage as appropriate.
  - b. Subrecipient shall have staff on site at hotels three times daily on regularly scheduled basis, and shall be available to respond twenty-four hours a day, seven days a week.
  - c. Subrecipient staff shall conduct a daily check-in for each Client, and regularly scheduled visual checks of rooms for damage or other issues.
2. Coordination with health care contacts:
  - a. Coordination with County Public Health as appropriate.
  - b. May provide telehealth services with Licensed Clinical Social Worker (LCSW) as appropriate.

Data entry into Homeless Management Information System (HMIS):

Subrecipient shall enter client data in the HMIS for purposes of reporting and State/Federal reimbursement.

Reporting:

1. Daily reporting of hotel/motel census in agreed upon format.
2. Failure to submit Progress Reports in accordance with Article III, paragraph B "**Reporting for COVID-19 activities,**" may result in future payment being withheld until such documentation is submitted; no extension of the term of this Agreement; or possible termination for lack of performance, as detailed in Article XV "Default, Termination, and Cancellation."

2) Article II "Term" is hereby amended and replaced in its entirety as herein below:

## ARTICLE II

### Term:

This Agreement shall become effective upon final execution by all parties hereto and shall be in effect for the term October 8, 2019 through April 30, 2024.

3) Article III "Reporting" is hereby amended and replaced in its entirety as herein below:

## ARTICLE III

### A. Reporting CESH-funded activities:

Quarterly Reports Required: Subrecipient shall be responsible for submitting a Progress Report using the template provided in Exhibit "A" within 30 days of the end of each fiscal quarter, defined as the periods of July - September, October - December, January - March, and April - June for any year during the term of this Agreement. For any partial quarters due to the start or end date of the Agreement, Subrecipient shall submit the Progress Report indicating the time period covered.

The quarterly Progress Report shall include copies of timesheets for each staff member demonstrating an aggregate of 40 hours per week dedicated to the activities outlined in Article I, "Payment and Use of Funds."

The Subrecipient shall submit a quarterly report including, but not limited to, the following information:

1. Data Collection, Retention, and Reporting
  - a. Number of persons served. Tahoe Coalition for the Homeless must track the services provided to clients, who are or may be experiencing homelessness, using the Homeless Management Information System (HMIS) on a real-time basis. In addition, the staff must be able to prepare complete accurate HMIS data with support from the HMIS lead and, if needed, the CoC Technical Assistance Provider, so that it can be used to generate appropriate Annual Performance Reports (APR's).
  - b. The staff must cooperate with HHSA staff to gather and provide any data within the applicant's control that may be needed to:
    - i. Assist with HUD or State Auditors or monitoring visits;
    - ii. Renew HUD CoC grant funding; and
    - iii. Support the creation of other federal reports such as Annual Homelessness Assessment Reports (AHAR), System Performance Reports, Longitudinal System Assessments (LSA), Point-in-Time Counts, and Housing Inventory Counts.
  - c. Hours of staff time that are used to provide coordinated entry services must be tracked using the actual timesheets based on specific hours worked by specific staff persons, and shall total 40 hours per week in aggregate.
2. Final Statement of Funds Report: Within 30 days of the termination of this agreement (By May 30, 2024 ), Subrecipient shall provide a statement, in reasonable detail, regarding the amount received and the contract expenditures in accordance with Article I "Payment and Use of Funds." Any funds that have not been used for the purpose stated herein by the final effective day of the Agreement (September 30, of the final year of the



effective Agreement) shall be returned to the County within 30 days of the termination of this agreement (by May 30, 2024). Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred for the Project in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

3. Subrecipient agrees that the County, any representative from the State Department of Housing and Community Development, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

**B. Reporting for COVID-19 activities:**

Progress Reports Required: Subrecipient shall be responsible for submitting a Progress Report using the template provided in Exhibit "A" by June 30, 2020 and again by December 31, 2020. Progress Reports shall include cumulative data, in aggregate, related to COVID-19 activities. Progress Reports shall indicate the time period covered.

The Progress Reports shall include copies of timesheets for each staff member paid through this agreement; timesheets must clearly identify the total aggregate hours worked per week, a minimum of 40 hours per week, on activities funded through this agreement, consistent with those activities outlined in Article I, "Payment and Use of Funds."

In addition to reporting staff time spent on the activities outlined in Article I, "Payment and Use of Funds", the Subrecipient must also classify all staff time and activities performed and report the total time and costs by the following classifications, consistent with the reporting requirements identified by the State:

- Diversion;
- Prevention;
- Shelter;
- Services and Infection Control; and
- Other.

The Progress Report shall include, but is not limited to, the following information:

I. Data Collection, Retention, and Reporting

- a. Number of persons served. Tahoe Coalition for the Homeless must track the services provided to clients, who are or may be experiencing homelessness, using the Homeless Management Information System (HMIS) on a real-time basis. In addition, the staff must be able to prepare complete accurate HMIS data with support from the

HMIS lead and, if needed, the CoC Technical Assistance Provider, so that it can be used to generate appropriate Annual Performance Reports (APR's).

- b. Whether or not the person served met FEMA eligibility guidelines as specified in Article II, Section B "Outreach and Identification" herein above.
  - c. The staff must cooperate with HHSA staff to gather and provide any data within the applicant's control that may be needed to:
    - i. Assist with HUD or State Auditors or monitoring visits;
    - ii. Renew HUD CoC grant funding; and
    - iii. Support the creation of other federal reports such as Annual Homelessness Assessment Reports (AHAR), System Performance Reports, Longitudinal System Assessments (LSA), Point-in-Time Counts, and Housing Inventory Counts.
  - d. Hours of staff time that are used to provide coordinated entry services must be tracked using the actual timesheets based on specific hours worked by specific staff persons, and shall total 40 hours per week in aggregate.
2. Final Statement of Funds Report: Within 30 days of the termination of this agreement (by December 31, 2020), Subrecipient shall provide a statement, in reasonable detail, regarding the amount received and the contract expenditures in accordance with Article I "Payment and Use of Funds." Any funds that have not been used for the purpose stated herein by December 31, 2020 shall be returned to the County within 30 days of the termination of this agreement (by January 31, 2021). Subrecipient shall keep and maintain all necessary records sufficient to properly and accurately reflect all costs claimed to have been incurred for the Project in order for County to properly audit all expenditures. County shall have access, at all reasonable times, to the records for the purpose of inspection, audit, and copying.

All reports for each funding source shall be sent as follows, or as otherwise directed in writing by County:

Please Send Reports to:
County of El Dorado Health and Human Services Agency 3407 Briw Road Placerville, CA 95667-5321 Attn: Contract Administrator

**4) Article XXVII "Counterpart" is hereby added in its entirety as herein below:**

**ARTICLE XXVII**

**Counterpart:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement."


5) Article XXVII "Entire Agreement" is hereby renumbered as follows:

**ARTICLE XXVIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.


Except as herein amended, all other parts and sections of that Agreement #4212 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Patty Moley, Assistant Director  
Health and Human Services Agency

Dated: 4/15/2020

**Requesting Department Head Concurrence:**

By:   
Don Semon, Director  
Health and Human Services Agency

Dated: 4-15-20

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at the City of New York, this 24th day of April, 2020.

-- ✎ --

By: **J** [Signature] Date: 4/24/2020  
J. J. [Name], Esq.  
[Address]  
[City, State, Zip]

-- ✎ --

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at the City of New York, this 17th day of April, 2020.

By: **W** [Signature] Date: 4/17/20  
W. [Name], Esq.  
[Address]  
[City, State, Zip]

By: Ann H. Davidson Date: 4/17/20  
[Address]  
[City, State, Zip]

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement #4212 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Don Ashton, Chief Administrative Officer,  
Or designee  
In accordance with Resolution 062-2020, or as amended or superseded

-- SUBRECIPIENT --

TAHOE COALITION FOR THE HOMELESS, INC.  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Cheyenne Purrington, Executive Director  
"Subrecipient"

By: Anne H. Davidson Dated: 4-20-20  
Anne Davidson, President  
Board of Directors



**Exhibit “E”**

**Confidentiality Statement**

I understand that in connection with my position as a guest worker with El Dorado Health and Human Services Agency, I may have access to confidential information. I understand that the confidentiality of this information is protected by law and that any breach of confidentiality is a misdemeanor punishable by up to six months in jail, or by a fine of \$500, or both.

In signing this document, I certify that I will not give information to unauthorized persons and to do so would be serious violation of my responsibility. I understand the conditions of confidentiality and will comply with the Health and Human Services Agency policies with regard to client information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

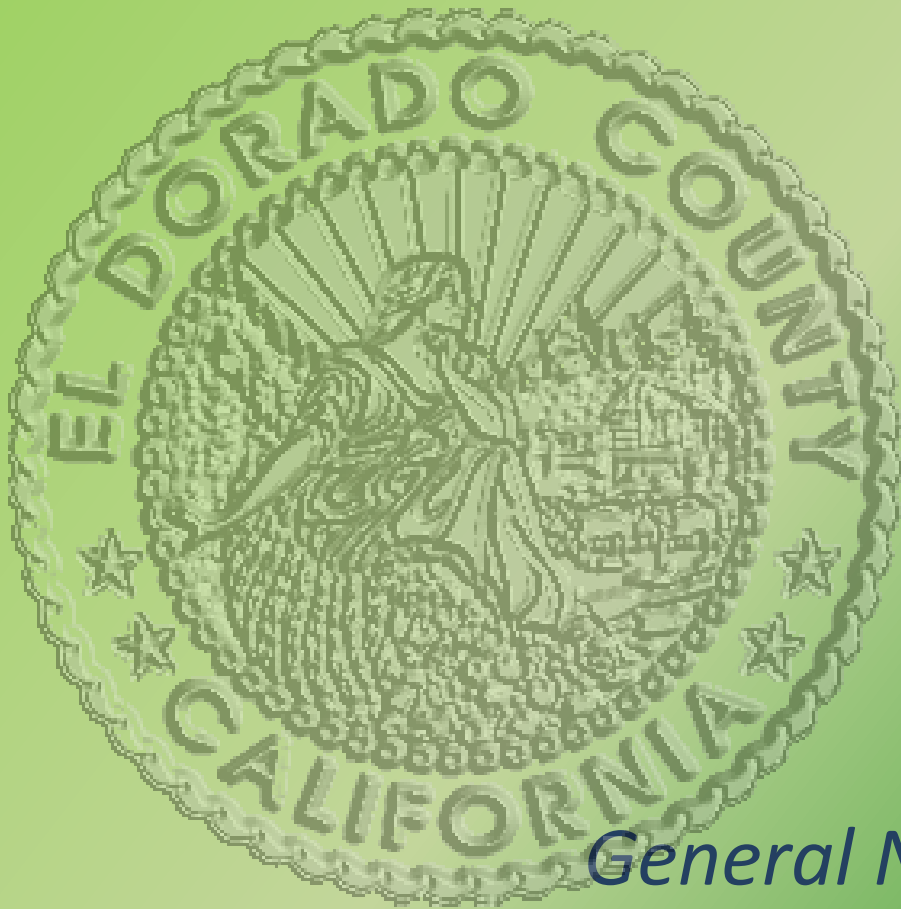
\_\_Tahoe Coalition for the Homeless\_\_\_\_\_  
Organization Employing Guest Worker

Exhibit F

# County of El Dorado

## Procedures and Guidelines

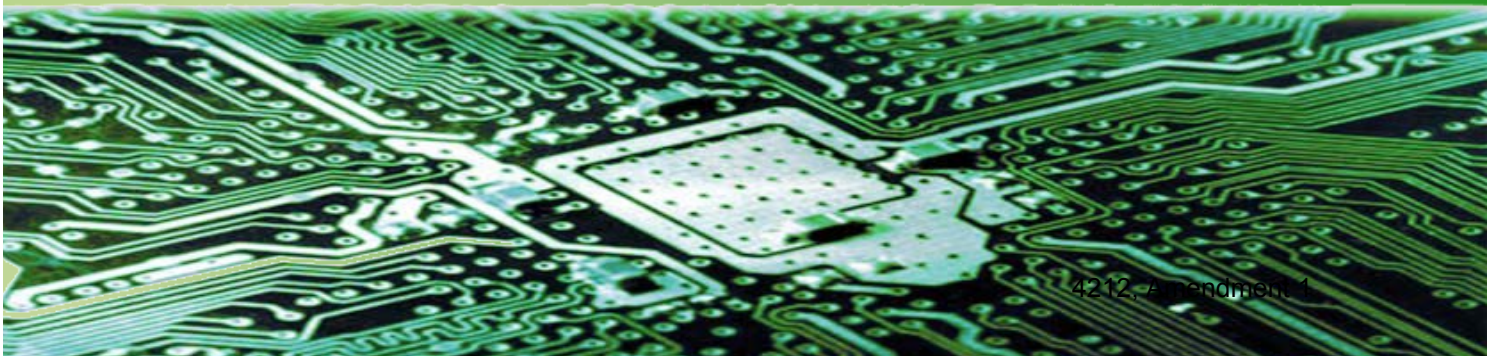
### Information Technologies



*Version 2.0*

*February 2018*

## *General Network Usage and Access Procedures and Guidelines*



4212, Amendment 1

Exhibit F

### Document Change Record

Effective Date	Section(s) Changed	Comments
<b>23 May 2017</b>		Initial publication
<b>9 February 2018</b>	Appendix A	Added Data Breach Response Procedure as an appendix to the document



Exhibit F

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## 1. PURPOSE

This document contains procedures and standards regarding the use of County network resources, in support of the General Network Usage Policy (published in compliance with Board Policy A-19).

## 2. DEFINITIONS OF TERMS

**Information Domain** – the entire communications infrastructure (hardware, software, and data) that comprises the County’s secure network. Differentiated in this policy from County communications infrastructure that is specifically for public use (such as the EDC-Public WiFi network).

**Network Resources** – collective term for the capabilities and services provided within the County information domain. Examples of network resources include: workstations; data storage devices; peripheral devices (printers, scanners, etc.); servers; internet connections; mobile devices (laptops, tablets, smartphones); voice telephony devices; and any other electronic services accessed by Users in conducting their work.

**PHI (Personal Health Information)** – information about a person’s medical history or condition. PHI is protected from unauthorized disclosure by HIPAA and other Federal laws.

**PII (Personally Identifiable Information)** – information that can be used to verify the identity of an individual for purposes of conducting financial or other transactions. Disclosure of PII may lead to fraud or identity theft.

**User** – a person who is granted official access to the County’s information domain. This definition includes employees, contractors, vendors, and quasi-governmental employees such as fire departments, community services districts, and multi-jurisdictional or joint operating authorities.

## 3. GENERAL NETWORK USAGE PROCEDURES AND GUIDELINES

### 3.1. Use of Network Assets

Any computer or peripheral device connected to the El Dorado County information domain must be either owned by the County or approved by the Information Technologies Department. All devices must run approved versions of operating systems and applications, must have approved anti-virus protection, and must meet all other technical specifications as determined by the IT Department. Questions about these specifications should be directed to the IT Help Desk.

Users must submit an IT Help Desk ticket to add or delete any device from the network, whether personal or county-owned. This procedure applies to mobile devices and devices used for remote access.

## Exhibit F

The Help Desk can be reached at ext. 5696. Tickets can also be submitted via the County intranet at <http://helpdesk/portal>.

### 3.2. User Privacy

All County workstations display a “consent to monitoring” statement that must be acknowledged by Users when logging in to the workstation. In compliance with Public Records Act and other government transparency regulations, all data on the County information domain must be retained and made discoverable. This pertains to all data in the information domain, even if it is personal or not related to official County business.

The IT Department, with oversight and direction from the Chief Information Security Officer (CISO) will maintain tools and technology that allows search and discovery of County data. Any searches or discovery actions must be approved and directed by Human Resources, County Counsel, or—in the case of Public Records Act requests—the Clerk of the Board.

Users may request IT assistance in searching for or recovering their own files or files they have permission to access. Requests to access or recover files or data belonging to another employee, even if requested by the employee’s supervisor, manager, or department head, must be approved by Human Resources. In such cases, the files or data will be screened by Human Resources prior to granting access to the requester.

### 3.3. User Access Credentials

Access credentials are issued to all Users. These credentials are used to verify the identity and access levels of the User. There are three main types of credential used by the County:

- Something you **know** — Example: a password or personal Identification number (PIN)
- Something you **have** — Example: a building access card or key fob
- Something you **are** — Example: a fingerprint

Users will usually be required to use at least two of the above credential types for access, depending on their position and duties assigned.

#### 3.3.1. Multi-factor Authentication Procedures

Many Users will have an access badge reader attached to their desktop workstation. The proximity reader will sense the presence of a building access card or key fob. To log in, the User will be required to tap their badge or fob on the reader, and then enter a PIN to verify their identity.

NOTE: Although a password is not required for log-in when using the badge reader, the user is still required to create a new password every 60 days. However, the User does not have to use their password for access if they have a badge reader/PIN method.<sup>1</sup>

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<sup>1</sup> Some applications and privileged accounts may require passwords or other access credentials.

## Exhibit F

New Users will be required to follow a registration and PIN creation process upon first log-in. This process is relatively simple, and the log-in software will guide the User through the steps. Users that encounter any problems with registering or logging in should contact the IT Help Desk at extension 5696.

### **3.3.1.1. Password and PIN Rules**

These rules are based on federal and state guidelines and IT security best-practice.

- Users are required to change their passwords every 60 days.<sup>2</sup>
- Passwords must contain at least 8 characters.
- Passwords must contain all of the following:
  - At least one upper case letter
  - At least one lower case letter
  - At least one number
  - At least one special character
- Users may not re-use their 24 most recent passwords
- Users are required to change their PIN every 60 days
- The PIN must contain at least 6 digits

Users can contact the Chief Information Security Officer (CISO) or the IT Help Desk with any questions about password rules.

### **3.3.2. Shared Workstations**

Some workstations and mobile devices require access by multiple Users. (For example, a workstation in a conference room.) Users must log in to the shared workstation using their own credentials, as they normally do. Sharing workstation access is not permitted. Users are prohibited from logging in and allowing another person to use the workstation. Likewise, Users are prohibited from using any workstation that has been unlocked or logged into by another person.

Users should always log out of a shared workstation when they are finished using it.

Users who encounter problems or have questions about logging in to a shared workstation should contact the IT Help Desk at extension 5696.

### **3.3.3. Protection of Credentials**

Users are responsible for protecting all of their credentials (passwords or PINs) from disclosure or compromise. Disclosure of log-in credentials risks the integrity of the entire County information domain.

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<sup>2</sup> Regulations for certain classes of information may require Users to change their PIN or password more frequently.

## Exhibit F

Users shall not share or disclose log-in credentials to any other person, including other employees, managers, or County officials. Users should never allow any other person to use their workstation or mobile device while they are logged in to the County information domain.

Users should refrain from writing down their PIN or password and keeping it on or near the workstation. Users shall not transmit their credentials in any email message or by other means, including by phone.

(Note: The County IT Department will **NEVER** ask for your password or PIN over the phone or by email. If you receive such a request, it is a scam by an outside attacker. **Do not EVER give your password or PIN to someone over the phone or by email!**)

### 3.4. Use and Ownership of Data

#### 3.4.1. Data Storage Procedures

The County's network storage is closely monitored, and has been sized to meet our business needs. However, network storage capacity is not infinite, and Users should strive to manage their data efficiently. There are several steps Users can take to ensure they are not over-using network storage assets.

Network storage is backed up and protected by a number of IT Department processes, so Users should not make their own "back-up" copies of data that is already in network storage. This includes copying their "home" or H: directory into other network directories, or vice-versa.

Users are encouraged to use their H: (home) directory for data storage instead of storing files on their local hard drive. (Also, files stored in a User's H: drive will still be available if they log in to a different workstation.)

Users should avoid storing copies of files in multiple directories. Users are encouraged to periodically clean up and organize their files and directories.

Desktop and laptop operating systems and applications are managed by IT processes, so it is not necessary for the user to make copies of any operating system or application files.

Users should not use County network storage for personal data or files (including photos, music, video, etc.).

### 3.5. Use of Personally Owned Software and Equipment

#### 3.5.1. Software License Compliance

Users may not download any software from the Internet without prior authorization from the IT Department or designee. Requests for software installation should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County may require a departmental requisition or purchase.

## Exhibit F

### **3.5.2. Copyright Protection**

Use of copyrighted material is generally prohibited unless properly purchased or owned by the County. Users shall not install software or store any data on any County network resource (computers or storage) unless the county has licensed use or rights to the software or data.

“Fair Use” is a legal principle that allows the unlicensed use of copyright material under special circumstances. However, it is unlikely that County business needs will require invoking the Fair Use principle, so the use of photos or text from copyrighted sources in County documents (including PowerPoint slides) is strongly discouraged. Users who have questions about use of copyright material should contact the IT Department.

### **3.5.3. Use of Personally Owned Equipment**

Users may not connect any personally owned external device to County workstations or networks. This includes USB drives, external hard drives, smartphones, iPads, and tablets. These devices may not be connected under any circumstance, even for charging. Employees can charge their personally owned devices by connecting directly to power outlets.

## **3.6. Use of Non-County Devices**

County email can be accessed from personal devices. For access from smartphones or tablets, the User will be required to install a remote device management app that will enable remote wiping of the device in the event of theft or loss. The IT Department will assist as necessary.

Employees should be aware that on March 2, 2017, a decision by the California Supreme Court has made any official government data, including text messages, present on personally-owned devices subject to search and discovery for Public Records Act requests. In short, this means that if an employee uses a personal smartphone, laptop, or tablet for County business, they may be required to allow their personal devices to be searched by County or other government officials.

## **3.7. Remote Access**

Users may, with Department Head approval, request remote access to the County information domain from a non-County device or location. The IT Department will provide a method of access for all such approved requests via one of two options. The request form for Remote Access is available on the IT Department intranet page. Users can also contact the Help Desk for assistance.

Some cases may require a Virtual Private Network (VPN) connection. Users are required to abide by all County policy and procedures when connecting via VPN, including Section 3.3 and 3.4 of this document.

Most employees will be assigned a Virtual Desktop. Virtual desktops can be accessed securely from practically any device or location, and will be the preferred method of accessing County systems from remote locations or from personal devices.

The IT Department will assist Users in setting up remote access, but will not be responsible for any changes, damages, or loss of data on personal devices that are used for remote access.

### **3.8. Personal Use of Network Resources**

Reasonable use of County workstations and networks for personal communications is permitted. Department policies will vary, but in general, Users may not use County network resources for the conduct of commercial business or private activities that violate County policies on sexual harassment, hostile workplace, or offensive material.

The County IT Department uses a number of tools and systems that block some internet traffic and content from County Users. This is done to protect our networks from malicious attacks and to screen out patently offensive content. If Users have a legitimate need to access content that they believe is being blocked, they should contact the IT Department or CISO to discuss the matter.

Users should not use County network connections to stream video or audio unless it is for County business. Music streaming should be done via personal devices, using commercial carriers.

The County provides public wifi in some locations. This service is for use by the public while they are conducting business with the County. Employees should not connect their personal devices to the County's public wifi. This network has limited speed and capacity, and employees who use it for personal devices will impact the quality of service provided to the public.

### **3.9. Electronic Messaging**

Users have the ability to communicate by email, instant messaging (Google Chat), video and audio conferencing services, phone and voicemail. These services are to be used for County business only. Reasonable use of phones and email for personal communication is permitted, but with the same restrictions and guidelines noted in the previous section of this document. (Section 3.8)

All County email is retained by the IT Department for Public Records Act requests and litigation discovery. Users may not access email accounts belonging to other employees. Users are required to manage their own email, and all access credentials must be protected using the procedures in Section 3.3 and 3.4 of this document.

All privacy and security policies and procedures that apply to use of the County network also apply to County telephone system. Users should employ the same level of caution and care with voice communications as they do for email or other electronic messaging. Disclosure of sensitive information, including access credentials, to unauthorized persons is prohibited, regardless if by email or telephone.

## **Appendix A – Data Breach Response Procedure**

### **1. PURPOSE**

The purpose of the procedure is to establish the response process in instances where there is a potential or actual breach of privacy and confidentiality of protected information. This procedure will clearly define to whom it applies and under what circumstances, and it will include the definition of a breach, staff roles and responsibilities, standards and metrics (e.g., to enable prioritization of the incidents), as well as reporting, remediation, and feedback mechanisms. The procedure shall be well publicized and made easily available to all personnel whose duties involve data privacy and security protection.

El Dorado County Information Security's intentions for publishing a Data Breach Response Procedure are to focus significant attention on data security and data security breaches and how El Dorado County's established culture of openness, trust and integrity should respond to such activity to minimize the risk of any unintended disclosure. El Dorado County Information Security is committed to safeguarding personally identifiable and protected health information in the possession of the County, its employees, and contractors in accordance with federal and state laws and applicable regulatory requirements.

#### **1.1. Background**

This procedure mandates that any individual who suspects that a theft, breach or exposure of El Dorado County Protected data or El Dorado County Sensitive data has occurred must immediately provide a description of what occurred via e-mail to [Helpdesk@edcgov.us](mailto:Helpdesk@edcgov.us), by calling 530 621-5696, or through the use of the help desk reporting web page at <http://helpdesk>. This e-mail address, phone number, and web page are monitored by the El Dorado County's Chief Information Security Officer. The Chief Information Security Officer will investigate all reported thefts, data breaches and exposures to confirm if a theft, breach or exposure has occurred. If a theft, breach or exposure has occurred, the Chief Information Security Officer will follow the appropriate procedure in place.

### **2. SCOPE**

This procedure applies to all whom collect, access, maintain, distribute, process, protect, store, use, transmit, dispose of, or otherwise handle Personally Identifiable Information (PII) or Protected Health Information (PHI) of El Dorado County constituents. Any agreements with vendors will contain language similar that protects the data.

### **3. PROCEDURE**

#### **3.1. Confirmed Theft, Data Breach or Exposure of El Dorado County Protected Data or El Dorado County Sensitive Data**

As soon as a theft, data breach or exposure containing El Dorado County Protected data or El Dorado County Sensitive data is reported or identified, the process of removing all access to that resource will begin.



## Exhibit F

The Chief Information Security Officer will document the incident report and in collaboration with the Information Technology Director will chair an incident response team to coordinate the handling, investigation, and reporting of the breach or exposure.

The team will include members from:

- IT Infrastructure
- County Counsel
- Public Information Officer
- Risk Management
- The affected unit or department that uses the involved system or output or whose data may have been breached or exposed
- Additional departments based on the data type involved
- Additional individuals as deemed necessary by the Chief Information Security Officer

IT, along with the designated forensic team, will analyze the breach or exposure to determine the root cause.

### **3.2. Work with Forensic Investigators**

As provided by El Dorado County cyber insurance, the insurer will need to provide access to forensic investigators and experts that will determine how the breach or exposure occurred; the types of data involved; the number of internal/external individuals and/or organizations impacted; and analyze the breach or exposure to determine the root cause.

### **3.3. Develop a communication plan.**

Work with El Dorado County Public Information Officer, County Counsel, Risk Management, and the affected departments for notification and communication of the breach to the appropriate individuals and/or agencies..

### **3.4. Ownership and Responsibilities**

Roles & Responsibilities:

- Chief Information Security Officer is the employee of El Dorado County, supervised by the Director, Information Technology (IT) Infrastructure, who provides administrative support for the implementation, oversight and coordination of security procedures and systems with respect to specific information resources in consultation with the relevant individuals.
- Users include virtually all members of the El Dorado County community to the extent they have authorized access to information resources, and may include staff, trustees, contractors, consultants, interns, temporary employees and volunteers.
- The Incident Response Team shall be chaired by the Chief Information Security Officer and shall include, but will not be limited to, the following departments or their representatives: IT-Infrastructure; Public Information Officer; County Counsel; Management; Risk Management.

### 3.5. Enforcement

Any El Dorado County personnel found in violation of this procedure may be subject to disciplinary action, up to and including termination of employment. Any third party partner company found in violation may have their network connection terminated.

## 4. DEFINITIONS

**Breach** – acquisition, access, use, or disclosure of Protected data and Sensitive data in a manner that is not permitted under applicable laws and regulations.

**Protected Health Information (PHI)** - information about health status, provision of health care, or payment for health care that is created or collected by a "Covered Entity" (or a Business Associate of a Covered Entity), and can be linked to a specific individual.

**Personally Identifiable Information (PII)** - Any data or information that could be used alone or when combined with other sources to uniquely identify, contact, or locate a specific individual. Examples of PII include, but are not limited to: name, social security number, biometric records, date and place of birth, mother's maiden name, etc. Protected data - See PII and PHI

**Information Resource** - The data and information assets of an organization, department or unit.

**Safeguards** - Countermeasures, controls put in place to avoid, detect, counteract, or minimize security risks to physical property, information, computer systems, or other assets. Safeguards help to reduce the risk of damage or loss by stopping, deterring, or slowing down an attack against an asset.

**Sensitive data** - Data that contains PII or PHI data. See PII and PHI above.

**County of El Dorado Health and Human Services Agency  
BILLING INVOICE**

Vendor Name:	Tahoe Coalition For the Homeless
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	4212
Program Description:	
EDC HHSA Program Contact Person:	
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
				0
				0
				0
				0
				0
				0
				0
				0
	<b>Subtotal:</b>			0
	<b>Tax:</b>			0
	<b>Please Pay this Amount:</b>			<b>0</b>

**Invoice Backup**

Invoice backup for services to include all data listed in your contract. – ( if appropriate )

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

<b>Bill to:</b>	<b>Email:</b> <a href="mailto:CSinvoice@edcgov.us">CSinvoice@edcgov.us</a> (preferred method)
	<b>Mail:</b> County of El Dorado Health and Human Services Agency 3057 Briw Road, Ste. B Placerville, CA 95667