

AGREEMENT FOR SERVICES #7954
AMENDMENT I

This First Amendment to that Agreement for Services #7954, 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 Amergis Healthcare Staffing, Inc., a Maryland Corporation including its affiliates and subsidiaries, duly qualified to conduct business in the State of California, whose principal place of business is, 7223 Lee DeForest Drive, Columbia, Maryland 21046, and whose local place of business is 2241 Harvard St, Suite 300, Sacramento, California 95815; and whose agent for service of process is Corporation Service Company doing business as CSC-Lawyers Incorporating Service; 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and staffing services, pursuant to Agreement for Services #7954, dated December 5, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, Contractor has changed its name to Amergis Healthcare Staffing, Inc., effective April 8, 2024;

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of services to add behavioral health staffing services to said Agreement, hereby amending **ARTICLE I, Scope of Services** and adding Exhibits D and E, marked "General Network Usage and Access Procedures and Guidelines" and "Acceptance of Liability for Borrowed Keys/Entry Cards," respectively;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$400,000, amending **ARTICLE V, Maximum Obligation**, and amend the fee schedule by adding **Amended Fee Schedule A-1** marked "Amended Fee Schedule A-1," amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update **ARTICLE XXI, Notice to Parties**, and **ARTICLE XXXIII, Contract Administrator**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this first Amendment to that Agreement #7954.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #7954 on the following terms and conditions:

1) **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services:

- A. Upon written request, Contractor agrees to provide one (1) or more staff, that will provide, communicable disease screening, testing, triage, investigation, contact tracing, vaccinations and other services for Coronavirus Disease (COVID-19) and other existing and emerging infections as follows:
1. Screening, testing, and triage at multiple locations including but not limited to schools, community centers, Temporary Evacuation Points (TEP), and congregate and non-congregate shelters. County will notify Contractor of service locations as applicable.
 2. Nursing care of sheltered residents that are medically fragile, including but not limited to those needing colostomy care, assistance with activities of daily living, and nebulizer treatments.
 3. Perform COVID-19 and other communicable disease testing and notifications to individuals with positive test results. Notifications shall be made within the timeframe El Dorado County Health and Human Services Agency (HHSA) Public Health Division sets forth.
 4. Conduct Case Investigations and Contact Tracing of individuals identified positive for the COVID-19 virus or other reportable diseases as identified in Title 17, including those who have had close contact with a positive case.
 5. Administer COVID-19 and other vaccine preventable diseases (VPD) vaccinations at the request of County HHSA Public Health Division staff.
 6. Perform other nursing and non-nursing functions and activities as identified by Public Health Staff in response to an increase in staffing needs as a result of the staffing shortages initiated by the COVID-19 Pandemic and its ongoing recovery.

All above services, including documentation and specimen labeling, shall be provided in a safe, prompt, accurate, and culturally sensitive manner in accordance with current guidelines and best practices (including updates thereto) set forth by El Dorado County HHSA Public Health Division, California Department of Public Health (CDPH), and the Centers for Disease Control and Prevention (CDC).

- B. Upon written request, Contractor agrees to provide one (1) or more staff, that will provide, licensed clinical behavioral health services or administrative support as follows:
1. Specialty Mental Health Services to high acuity adults and older adult clients.
 2. Access assessments and screenings via telehealth or at specified locations. County will notify Contractor of service locations as applicable.
 3. Crisis Intervention Services, including 5150 Assessments to write or rescind 5150 holds, via telehealth, or at specified locations. County will notify Contractor of service locations as applicable.
 4. Clerical office support or Medical office support at specified locations. County will notify Contractor of service locations as applicable.

C. COUNTY RESPONSIBILITIES

1. County retains full authority and responsibility for management of care for each of its

Clients and for ensuring that services provided by Contractor personnel under this Agreement are furnished in a safe and effective manner and in accordance with applicable standards.

2. County will evaluate the resources of the Client and the Client's family, and assume overall responsibility for the administration of services, to include:
 - a. Defining nature and scope of services to be provided.
 - b. Coordinating, supervising, and evaluating care provided.
 - c. Implementing, reviewing, and revising the plan of treatment.
 - d. Scheduling and performing Client assessments as needed.
3. County shall use its best efforts to request personnel for a pre-determined period (hereinafter referred to as "Shift") at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned personnel. All information regarding reporting time and assignment shall be provided by County at the time of the initial call. If a request is made less than two (2) hours prior to the start of the Shift, billing may be subject to hourly minimums as defined in ARTICLE III, "Compensation for Services."
4. Supervision: County staff will be available by telephone during all shifts at the number(s) provided by HHSA.
5. County may request the dismissal of any Contractor personnel for any reason. If County concludes, in its sole discretion, that any personnel provided by Contractor have engaged in misconduct, or have been negligent, County may require the individual to leave the premises and will notify Contractor immediately in writing, providing in reasonable detail the reasons(s) for such dismissal. County's obligation to compensate Contractor for such individual's services will be limited to the number of hours actually worked. Contractor shall not reassign the individual to the facility without prior approval of County.

D. CONTRACTOR RESPONSIBILITIES:

1. Contractor shall supply personnel who meet the following criteria:
 - a. Possess current state license/registration and/or certification;
 - b. Possess cardiopulmonary resuscitation (CPR) certification, as requested in writing by County to comply with applicable law;
 - c. Completed pre-employment physical as requested in writing by County to comply with applicable law;
 - d. Possess proof of pre-employment screening to include a tuberculosis skin test, professional references, criminal background check(s) (and drug screenings as requested in writing); and
 - i. Possess a preferred one (1) year of relevant professional experience and preferred one (1) year of specialty experience.
 - ii. Possess current licensure as appropriate to level of staff requested.
 - iii. Possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
 - iv. Completed Contractor standard Occupational Safety and Health Administration (OSHA) and Health Insurance Portability and Accountability Act (HIPAA) training.
 - v. Contractor shall provide County a pre-placement background and credentialing report for all Behavioral Health staffing placements.
2. Contractor shall provide for its employees all electronic equipment necessary to

provide telehealth services.

3. Contractor personnel shall adhere to the guidelines outlined in Exhibit D, marked "General Network Usage and Access Procedures and Guidelines" incorporated herein and made by reference a part hereof.
4. Contractor personnel shall adhere to Exhibit E, marked "Acceptance of Liability for Borrowed Keys/Entry Cards" upon acceptance of security access fob. This document is provided as an example and is incorporated by reference upon request by the County.
5. Contractor shall notify County within five (5) business days of any pending Federal, State, County, City, or licensing or governing agency investigations or investigation findings, disciplinary actions, or administrative actions found against Contractor or Contractor's employees' professional license(s). This includes but is not limited to formal accusations, citations, revocations, suspensions, stayed revocations, or suspensions, probation, voluntary, or mandatory surrender of license, or formal public reprimand.
6. Contractor shall maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, workers' compensation, and unemployment insurance. Contractor agrees to maintain documentation on all personnel provided by Contractor in an employee file.
7. Contractor acknowledges that providing these services does not establish the Contractor as an employee of the County, nor does it entitle the Contractor to the rights, duties, or benefits of County employees in any way.
8. When applicable, Contractor agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, books, documents, and records will be made available to the Comptroller General of the United States, the United States Department of Health and Human Services and their duly authorized representative (USDHHS) until the expiration of four (4) years after the date on which such services were furnished under this Agreement.
9. Contractor shall immediately contact County's Contract Administrator, or designee, at no charge to County, to inform them of any urgent concerns directly affecting Contractor's ability to provide services.

E. **DOCUMENTATION:** Contractor shall provide HHSA staff, at no charge to County, with written documentation that outlines clinical notes and observations for each individual served. Instructions, applicable forms, or other County required documentation will be provided by County to Contractor's staff as necessary.

F. **HHSA AUTHORIZATION FOR SERVICE(S):** Prior to providing any service(s) detailed under ARTICLE I, "Scope of Services" or ARTICLE III, "Compensation for Services," Contractor shall obtain an HHSA Authorization in writing.

- 2) **ARTICLE III, Compensation for Services,** of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and

County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

- A. **Rates:** For the period beginning December 5, 2023, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates shall be in accordance with the, Fee Schedule Table, marked "Fee Schedule," incorporated herein below.

For the period beginning on the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates shall be in accordance with the Amended Fee Schedule Table A-1, marked "Amended Fee Schedule A-1," incorporated herein below.

Fee Schedule Table

Fee Schedule	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/CNA	\$37 per hour
LMFT	\$85 per hour
LCSW	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Fee Schedule Table A-1

Amended Fee Schedule A-1	
Classification	County Negotiated Rate
Registered Nurse	\$85 per hour
Licensed Vocational Nurse	\$60 per hour
Licensed Psychiatric Technician	\$60 per hour
Medical Assistant	\$40 per hour
Mental Health Worker/Sitter/CNA	\$37 per hour
Licensed Marriage and Family Therapist (LMFT)	Up to \$110 per hour
Telehealth LMFT	\$95 per hour
Licensed Clinical Social Worker (LCSW)	Up to \$110 per hour
Telehealth LCSW	\$95 per hour
Licensed Professional Clinical Counselor (LPCC)	Up to \$110 per hour
Telehealth LPCC	\$95 per hour
Lab Assistant	\$145 per hour
Contact Tracer	\$40 per hour
Administrative	\$35 per hour

Rates may be updated annually upon written approval from County's Contract Administrator.

Contractor may bill County for a minimum four (4) hour Shift at the established fee for each scheduled personnel if either of the following conditions occur:

- A request for personnel is made less than two (2) hour(s) prior to the start of the Shift.
- County changes or cancels a request for personnel less than four (4) hours prior to the start of a Shift.

Contractor shall be responsible for notifying and contacting Contractor's personnel prior to reporting time.

Regular Rate: County will approve regular rates up to the rates listed above in writing, and via signed confirmation for regular rate assignments.

Telehealth: County will be charged the telehealth rate for assignments that are solely telehealth. On-site placements who may telework on occasion are not eligible for the telehealth rates.

On-Call: County will be charged \$10 per hour for Contractor's employee while on-call.

Callback: County will be charged a minimum of two (2.0) hours at one and a half (1.5) times the hourly rate for on-call staff being called back.

Meal and Rest Breaks: Pursuant to the California Labor Code, Contractor's personnel may be entitled to required meal and rest breaks in conformance with State law. State law requires additional pay equal to one-hour of compensation in the event of a missed meal and/or rest break. In the event Contractor's personnel miss a required meal and/or rest break during their performance of County services that cannot otherwise be transferred to alternative personnel, the County shall reimburse Contractor for the additional one-hour of compensation at the above-stated rates.

After completion of the above-referenced County services in which a meal and/or rest break is missed, Contractor's personnel shall send written notice that a missed meal and/or rest break has occurred, including a brief description of the circumstances that gave rise to the missed break, to the County supervisor, Contract Administrator, and Contractor. This notice shall be submitted with invoices in accordance with Article III. Compensation for Services, B. Invoices.

Overtime: Overtime must have written HHSA staff approval. Overtime shall be defined in accordance with the United States Department of Labor-Fair Labor Standards Act (FLSA). Overtime rates shall be charged in accordance with the FLSA. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours.

Holidays: Holiday rates, of one and one-half (1 1/2) times the hourly rate for the listed staff classification, will apply to shifts beginning at 12:00 a.m. the night before the recognized holiday through 11:59 p.m. the night of the recognized holiday.

Amergis Recognized Holidays	
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	New Year's Day

Travel Expenses: With the exception of mileage reimbursement, travel expenses, including but not limited to travel time, meals, lodging, shall not be paid by County. Reimbursement for mileage necessary for the performance of services under this Agreement shall be in accordance with the current "Board of Supervisors Policy D-1", and as amended thereafter, which may be found in the Board of Supervisors Policy Manual: <https://www.edcgov.us/Government/BOS/Policies/Documents/D-1%20Travel%20Policy%20Amended%20-%202010-22-19.pdf>. Contractor shall submit mileage logs with the original invoice for all requested mileage reimbursements.

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx and shall reference this Agreement number on their faces.

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

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

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables and required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are

received, or proceed as set forth below in the article titled “Default, Termination, and Cancellation,” herein.

- 3) **ARTICLE V, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE V

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed **\$600,000**.

- 4) **ARTICLE XXI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXI

Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to County shall be addressed as follows:

with a copy to:

COUNTY OF EL DORADO
Health and Human Services Agency
3057 Briw Road, Suite B
Placerville, CA 95667
ATTN: Contracts Unit
Email: hhsa-contracts@edcgov.us

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

Notices to Contractor shall be addressed as follows:

AMERGIS HEALTHCARE STAFFING, INC.
7223 Lee Deforest Drive
Columbia, MD 21046-3236
ATTN: Florence Ugokwe

flugokwe@amergis.com

or to such other location or email as the Contractor directs.

- 5) **ARTICLE XXXIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Michael Ungeheuer, MN, RN, PHN, Deputy Director Public Health, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.


Except as herein amended, all other parts and sections of that Agreement #7954 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Michael Ungeheuer MN RN PHN
Michael Ungeheuer, MN, RN, PHN
Deputy Director Public Health
Health and Human Services Agency

Dated: 08/15/2024

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Aug 15, 2024 14:20 PDT)
Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

Dated: 08/15/2024

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to Agreement for Services #7954 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Chair
Board of Supervisors
"County"

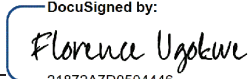
Dated: _____

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- AMERGIS HEALTHCARE STAFFING, INC. --

By:  _____
21872A7D050446...
Florence Ugokwe
Assistant Controller
"Contractor"

Dated: 16-Aug-24 _____

Amergis Healthcare Staffing, Inc
Exhibit D
General Network Usage and Process Procedures and Guidelines

County of El Dorado

Procedures and Guidelines

Information Technologies

Version 4.0

July 2023

General Network Usage and Access Procedures and Guidelines

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 and cloud environments (Examples listed in the A19 Policy).

Kiosk – A computer that is accessed by more than one user with no user credentials required. The common use of a kiosk is for public access to make a transaction or look up information.

Protected Data - Applies to data that must be kept secure under State, Federal, County, Tribal, and Local regulations which includes:

PII - Personally Identifiable Information

HIPAA - Health Insurance Portability and Accountability Act

CJIS - Criminal Justice Information Systems

PHI - Protected Health Information PCI - Payment Card Information

Data Owner: Official with statutory or operational authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

Data Classification - Department identifies its data for the purpose of defining its value, location, and level of protection. Example Classification levels include Confidential, Internal, and Public.

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

Shared Workstation – A computer that is accessed by more than one user. Each user must access the computer with their user own user credentials. The common use of a shared workstation is in coworking spaces and shared office spaces.

Team Owner – User assigned to an MS Team that can manage access and control to the team.

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.

3.1.1 Operating System and Applications

All devices must run approved versions of operating systems, software, and applications, must have approved End-Point protection, and must meet all other technical specifications as determined by the IT Department following Computer & Network-Based Information Systems Policy A-13. Questions about these specifications should be directed to the IT Help Desk.

3.1.2 Security Updates

All County devices must be connected to the network and powered on for mandatory weekly security updates. This includes assigned devices, shared devices, and devices in conference rooms. Users Teleworking need to follow guidelines in policy Telecommuting Policy E-12.

3.1.3 Adding and Assigning a Device

Departments must submit an iSupport ticket when adding, assigning, moving a device, or reassigning a user to a device.

3.1.4 Removing a Device (Surplus)

Departments must submit an iSupport ticket when removing a device. Devices must follow the IT data destruction procedures.

3.1.5 Telecom Equipment

Departments must submit a Telecom ticket for all phone installs, transfers, moves, and removal of equipment. This includes installation of cabling.

3.2. Data Access

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

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 Department Heads, Human Resources, or County Counsel.

3.2.1. Request for Own Files

Users may request IT assistance in searching for or recovering their own files or files they have permission to access within the County backup procedures.

3.2.2 Supervisor Access

- **Active Employees**

- OneDrive: Employees can share content with their supervisor.
- Email: Employees can delegate access to their supervisor.
- H Drive: IT can provide access to the supervisor upon request.

Note:

Department head approval is required if a supervisor is requesting access to any of the above without the employee's consent or knowledge.

- **Inactive Employees**

- OneDrive: Supervisor (as defined in Active Directory), by default, will have 30 days to review content in an employee's OneDrive .
After the 30 days the employee's OneDrive is automatically deleted. If the supervisor would like to retain any items, they must be moved out of the employee's OneDrive during the 30-day window and stored in a separate file location, such as XX.
- Email: If requested in the termination process, supervisors can have access to the employee's mailbox for 30 days.
 - If access is not requested during the termination process, the only way to view this content is with eDiscovery software tool and the department must submit an ISupport ticket to request IT assistance to search and view emails. The request must be approved by either the department head, County Counsel, or Human Resources.
- H Drive: If requested in the termination process, supervisors can have access to the employee's H Drive for 30 days.
 - If access is not requested during the termination process, the H Drive can be restored from backup for up to six months, post termination.

3.2.3. Request for Another Employee's Files and Mailbox

- **Active Employees**

Active employees can share or delegate their own files and mailbox as needed (as permitted within department policy and process needs). If the files and mailbox are not shared or delegated by an active employee, request to access or recover the files and mailbox of another active employee must be approved by the employee's department head, County Counsel, or Human Resources.

- **Inactive Employees**

Requests to access or recover files or data belonging to another inactive employee must be approved by the employee's department head, County Counsel, or Human Resources prior to granting access to the requester.

3.3. User Access Credentials

Each El Dorado County employee shall have a uniquely assigned user ID to enable individual authentication and accountability. Documented authorization from the employee's supervisor is required for the user ID to be issued and removed. Additional documentation and HR approval is required for user ID name change request. It is the department's responsibility to notify IT using an iSupport ticket for all employee transfers and employee terminations.

Each trusted external user (contractor, vendor, volunteers, outside agencies) shall have a uniquely assigned user ID to enable individual authentication and accountability. An External Trusted User form must be completed to define use and access level with authorization from the El Dorado County – department head prior to the user IDs being issued. The Information Security Office (ISO) will perform an annual audit and will monitor expiration dates. Access can be removed by the IT department if the External Access form is not renewed for access.

Users are required to manage their own access credentials, and all access credentials must be protected using the procedures specified in this Section 3.3.

3.3.1. Passwords

These rules are based on IT security best-practice based on NIST.*

Users are required to change their passwords every 90 days.

- 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
- User will be locked after 5 password attempts.

* Regulations for certain classes of information may require advanced password protect i.e.

Department of Child Support Services (DCSS) must meet Section 6002 - Password

Standards

3.3.2. Multi-Factor Authentication (MFA)

All users (employees or trusted external users) are required to engage in one additional authentication beyond username and password to access County resources when off network.

3.3.3. 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.

3.3.4. Kiosks

IT can create a kiosk device. Kiosks are shared devices and are typically configured to allow only minimum required access. IT will evaluate the business requirements on a case-by-case basis and if suitable, develop a kiosk profile for the requesting department.

3.3.5. Protection of Credentials

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

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. **Never provide your password or PIN to someone over the phone or by email!**)

3.3.6 Password and MFA Resets

Users can change or reset passwords using M365 Self-Service Password Reset (SSPR), with no administrator or help desk involvement. If a user's account is locked or they forget their password, they can follow prompts to unblock themselves and return to work.

If the IT department is required to reset the user password or remove an MFA method, the IT department must verify user. Approved methods to verify users are listed below.

- a. User needs to validate information from last Personnel Action Form (PA)
- b. User can come onsite to the IT department
- c. External user's passwords will be reset using the call back to the number on file from the Trusted External User form.

3.3.7 Temporary Password Usage

Temporary passwords are allowed with an immediate change (15 mins) to a permanent password.

3.4. Use and Ownership of Data

3.4.1. On Premises 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.

User Guidelines

- 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.)

Local Drive Guidelines:

- Users should not use their local hard drive. Local hard drives are NOT backed up by the IT Department.

Shared Drive Guidelines:

- Departments data owners or designee must approve access to department shared drives.
 - If a data owner is not assigned IT will assume the user requesting access has authority. Users can not request access for themselves.
 - Departments may not request access to another departments shared drive without the department head approval of the shared drive.

- Departments are responsible for shared drive access for employee onboarding and offboarding.
- Departments will open ISupport tickets for shared drive access and access removal.

Departments should review shared drive files and directory for cleanup and use annually.

3.4.2 M365 Data Storage Procedures

M365 storage capacity is not infinite, and users should strive to manage their data efficiently.

OneDrive:

- Users are encouraged to periodically clean up and organize their files and directories.
- User should share OneDrive documents with the understanding of the security risks and data protection guidelines.
- Users should understand when agreements need to be in place to share protected data with departments and external users. Best practice is to use MS Teams to share with external users.
- Users are required to use sensitivity labels when required by regulations to protect data.

MS Teams:

- Users will be placed and removed into department MS Teams during on boarding and off boarding once posted by payroll
- MS Teams owners must approve and add users to MS Teams. MS Team owners need understand security risks and data protection guidelines.
- MS Team owners need understand when agreements need to be in place to share protected data with departments and external users.
- MS Team owners must remove users from MS Teams for transfers and off boarding
- MS Team owners need to review external users for use and off boarding
- Team owners and Team members are required to use sensitivity labels when required by regulations to protect data.

3.4.3 Cloud Storage

All additional types of cloud storage must to be approved by IT in alignment with Computer & Network Based Information System Policy A-13.

3.4.4 Portable Data Storage Procedures

Portable data storage (i.e. USB drives) is not allowed unless approved by IT. The preferred method of data transfer is Secure File Transfer (SFTP).

- The USB Drive must labeled, encrypted, and handled according to its data classification.
- Users need to have a data sharing agreement with external users on file when providing

data

- Data transfers outside of controlled areas must be approved and tracked by the data owners. All activities associated with transfers and transport needs to be documented.
- The data stored on portable storage device must be removed and/or sanitized once usage is no longer required.

3.4.5 Data Transfer Storage

User may request Secure File Transfer (SFTP) to transfer files and sensitive data minimizing the risk of exposing data to unauthorized parties. Regulations such as HIPAA set a standard for secure file transfer. Failure to comply with these standards can result in substantial penalties. Many data protection regulations specify the need for encryption when transferring sensitive files. SFTP makes it easy to comply by including encryption as a default security measure when transferring data.

- Users need to have a data sharing agreement with external users on file when providing data
- SFTP is a temporary storage. Users requesting SFTP must provide a data retention timeline or IT will automatically default to a 30-day data retention unless the department has a business requirement.

3.5. Use of Personally Owned Software and Equipment

3.5.1. Software License Compliance

Users may not download any software or use cloud software without prior authorization from the IT Department or designee. Requests for software installation, or cloud use, should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County must follow Computer & Network-Based Information Systems Policy A-13 and may require a departmental requisition or purchase.

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.

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.

Employees should be aware that any official government data, including text messages, present on personally owned devices are 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 access to their personal devices to be searched by County or other government officials.

3.6. Remote Access

Employees may, with Department Head approval, request a VPN account for remote access by the Telework form or Job Class Remote form. Employees must abide by all County policy and procedures when connecting via VPN, including General Network Usage Policy A-19 and Telecommuting Policy E-12.

The IT Department will assist Users in setting up remote access on county issued devices.

3.7. Personal Use of Network Resources

Users may not use County network resources for the conduct of commercial business or private activities that violate County policies on 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 content deemed to be offensive or against the public interest. 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 Wi-Fi in some locations. This service is for use by the public while they are conducting business with the County. 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.

Users are not allowed to use County email accounts for personal use, for e.g. creation of iTunes accounts using County email accounts on mobile devices.

3.8. Electronic Messaging

Users have the ability to communicate by email, Team chat, Team posts, video and audio-conferencing services, phone and voicemail. These services are to be used for County business only.

All County emails, Team chats, Team posts, videos, cloud documents and audio-conferencing services, phone and voicemail are retained by the IT Department consistent with the County's retention schedule and may be subject to disclosure for Public Records Act requests and litigation discovery. Users must follow section 3.2.3 to gain access to accounts belonging to other employees.

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.

Amergis Healthcare Staffing, Inc.
Exhibit E
Acceptance of Liability for Borrowed Keys/Entry Cards

I acknowledge that I am a current employee of Amergis Healthcare Staffing, Inc., a contract staffing agency to provide temporary staffing services for the County of El Dorado ("County") and that the keys/entry cards being borrowed will be used for services as instructed by the County. The keys/entry cards are the property of the County and will be used only by me. They will not be sold, rented, lent, or given to any other person or group.

I accept full responsibility for the borrowed keys/entry cards and accepts liability for any actions that may be deemed inappropriate or damaging to the County of El Dorado. I shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/entry cards regardless of how or by whom such damage occurred. Upon such an occurrence I agree to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify the County immediately if a key/entry card is lost, stolen, or damaged.

I agree to return the borrowed keys/entry cards to the County of El Dorado if requested and understand/acknowledge that failure to do so will result in being assessed all costs associated with replacing, rekeying, and reprogramming the borrowed keys/entry cards or the facility.

By signing this agreement, I acknowledge that I have read and understand this **Acceptance of Liability for Borrowed Keys/Entry Cards** and agree to the terms set forth herein.

Contractor Personnel Name: _____

Contractor Personnel Signature: _____

Date: _____