

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2021 [X] Consent [] Regular [] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Community Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Bi-Directional Data Sharing Agreement with Tidal Basin Government Consulting, LLC, for the period September 14, 2021 through September 13, 2026, to exchange client application data with the State of Florida, Department of Children and Families (State) for the Emergency Rental Assistance Program (ERAP), to ensure no duplication of benefits between Palm Beach County and the State, to serve eligible residents of Palm Beach County.

Summary: Palm Beach County received \$94,117,764 for ERAP 1 and ERAP 2. The State also received an ERAP allocation of \$871,000,000 to serve all Florida residents. The State entered into an agreement with Tidal Basin Government Consulting, LLC to manage this program. This data sharing agreement is necessary to prevent duplication of benefits for clients who may apply for services for both programs. Data will be exchanged between Palm Beach County’s Online System for Community Access to Resources and Social Services (OSCARSS) and the State’s Financial Assistance Management System (FAMS). Duplicated benefits will be identified prior to payment. No County funds are required. (Community Services) Countywide (HH)

Background and Justification: Department of Treasury encourages the development of collaborative data sharing agreements to minimize duplication of benefits. This agreement will allow the County to exchange information with State of Florida in order to prevent duplicated benefits.

- Attachments:
1. Letter from the State of Florida, Department of Children and Families
2. Bi-Directional Data Exchange Agreement with Tidal Basin Government Consulting, LLC (3)

Recommended By: James Green 8/30/2021
Department Director Date

Approved By: Nancy L. Bolton 9/8/21
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2021 | 2022 | 2023 | 2024 | 2025 |
|--------------------------|------|------|------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | | | | | |
| External Revenue | | | | | |
| Program Income | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | -0- | | | | |

| | | | | | |
|---|--|--|--|--|--|
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |
|---|--|--|--|--|--|

Is Item Included In Current Budget? Yes No

Does this item include the use of federal funds? Yes No

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No County funds are required. Data exchange agreement only.

C. Departmental Fiscal Review:

DocuSigned by:

Julie Dowe

Julie Dowe, Director of Finance and Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lara Mante 9/1/21
OFMB 9/1/21
BC 11

David S. Jacobson 9/3/21
Contract Development and Control
9-2-21 TD

B. Legal Sufficiency:

Debra Coltrivedi 9-7-21
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



**State of Florida
Department of Children and Families**

Attachment 1

Ron DeSantis
Governor

Shevaun L. Harris
Secretary

June 1, 2021

To Fellow Recipients of the Emergency Rental Assistance Program:

The Department of Children and Families has contracted with Tidal Basin to administer the funds received by Florida under the Emergency Rental Assistance Program established by Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260. Tidal Basin is administering the Emergency Rental Assistance Program under the title of "OUR Florida."

Tidal Basin is tasked to comply with all federal regulations relating to the Emergency Rental Assistance Program, which includes ensuring applicants do not received duplication of assistance. Tidal Basin's project plan to comply with the non-duplication of assistance is to enter into Data Sharing Agreements (DSA) with all entities who received direct allocation of Emergency Rental Assistance from the United States Department of the Treasury. As DCF has contracted with Tidal Basin for administration of this program, DCF will not be entering into DSA's for this purpose but is requiring its vendor do to so on behalf of the state. Additionally, Tidal Basin is the repository of recipients' information of the Our Florida program which your programs may require. Requests for such information should be directed to Jason Field, Tidal Basin, jfield@tidalbasin.rphc.com.

Please work with Tidal Basin to enter into a DSA to ensure federal requirements are met on behalf of the local and state ERA programs.

If there are any concerns with Tidal Basin's operation of the Our Florida program, you may reach out to Michael Williams, Director of Special Projects, Florida Department of Children and Families, at 850-717-4767, or Michael.Williams1@myflfamilies.com.

Sincerely,

Michael Williams
Director of Special Projects
Office of Economic Self-Sufficiency
Department of Children and Families

2415 North Monroe Street, Suite 400, Tallahassee, Florida 32303-4190

Mission: Work in Partnership with Local Communities to Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

**BI-DIRECTIONAL DATA EXCHANGE AGREEMENT
BETWEEN
TIDAL BASIN GOVERNMENT CONSULTING, LLC
AND
PALM BEACH COUNTY, FLORIDA**

This Agreement is made and entered into by and between Tidal Basin Government Consulting, LLC, a District of Columbia limited liability company (“Tidal Basin”), and Palm Beach County, Florida, a political subdivision of the State of Florida.

WHEREAS, OUR Florida is Florida’s state-wide federally funded emergency rental assistance program supporting residents and businesses as they continue to recover and rebuild from the COVID-19 public health emergency; and

WHEREAS, on or about February 22, 2021, Tidal Basin and the State of Florida, Department of Management Services (“DMS” or “Client”) entered into State Term Contract No. 80101500-20-01 (“State Term Contract”) for Management Consulting Services; and

WHEREAS, State of Florida, Department of Children and Families (“DCF” or “Client”) awarded Tidal Basin a Task Order (“Task Order”) under the State Term Contract to provide services in support of the Emergency Rental Assistance Program, (the “Program” or “ERAP”). The Program was established to assist eligible clients that are unable to pay rent or/utilities bills due to the COVID-19 public health emergency; and

WHEREAS, in order for the Program to serve residents state-wide, it is important that local jurisdictions that also received direct ERAP allocations and, where applicable, other federal funds for emergency rental assistance, to run programs locally coordinate closely with the State’s OUR Florida program to identify and prevent duplicative payments, known as duplication of benefits.

NOW THEREFORE, Tidal Basin and Palm Beach, County (the Parties) agree to enter into a Data Sharing Agreement (“Agreement”) to exchange data pertaining to receipt of benefits by Program applicants for eligibility determinations, review and adjustment of federal and state ERAP benefits, and to identify and prevent duplicative payments of federal and state ERAP benefits.

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions by which the Parties agree to exchange data regarding individuals who have received ERAP benefits from Palm Beach, County and pursuant to Tidal Basin’s Task Order with DCF.

II. DEFINITIONS

A. Agreement Coordinators — the individuals appointed by the signatories as responsible for compliance with the activities identified herein.

B. County Data - Data elements enumerated in Exhibit A and transmitted by the County to Tidal Basin through FAMS for the purposes enumerated in this Agreement.

C. Data Exchange - A process for taking data structured under a source database and mapping it to a target database, so that the target data is an accurate representation of the source data.

D. Personally Identifiable Information or PII - Information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.

E. Financial Assistance Management System (FAMS) - A SaaS solution provided by Tidal Basin and used by the Florida Department of Children and Families for Emergency Rental Assistance Program (ERAP) as Case Management system.

G. State Data - Data elements enumerated in Exhibit A and transmitted by Tidal Basin to the County through FAMS for the purposes enumerated in this Agreement.

III. IMPLEMENTATION

A. The Parties shall follow the framework for bidirectional data exchange as set forth in Exhibit A, "Emergency Rental Assistance – Duplication of Benefit Check System Integration."

B. Exhibit A includes the list of categorical data elements that the Parties shall exchange.

C. Any revisions to Exhibit A shall require evidence of written mutual agreement between the Parties through the Agreement Coordinators, attaching the revised Exhibit A thereto and maintaining said evidence in the agreement file.

D. The Parties understand that Palm Beach County will download and migrate the State Data and store it in the Palm Beach County Online Intake system and in Homeless Management Information System ("County Systems").

IV. SECURITY PROTOCOLS

A. Tidal Basin shall maintain the security protocols outlined in Exhibit A - Emergency Rental Assistance – Duplication of Benefit Check System Integration, to protect all data and all data exchanges. All security protocols shall comply with Personal Identifiable Information (PII) security protocols. These measures include Multi-Factor Authentication and Secure Network Tunnels.

B. Palm Beach County shall maintain multiple security protocols to protect all State Data that is downloading and migrating into the County Systems. Palm Beach County agrees to maintain the confidentiality of PII using appropriate security measured in compliance with all applicable laws and regulations.

V. PERMISSIBLE USE OF DATA

The Parties acknowledge and expressly agree that the only permissible use of the State Data by the County, shall be for the limited purposes set forth in this Agreement; any use of the State Data by the County for any other purpose shall constitute a Breach and material breach of this Agreement. The County will only make the State Data available to any third party in furtherance of the administration of the County Program, consistent with its obligations under Section IV. The County will also inform any third-party users that the State Data is being provided for the purposes described in this Agreement and shall ensure that third-party users comply with the requirements of this Agreement.

VI. DATA BREACH

A. Immediately upon discovery of a confirmed or suspected breach in the County Systems involving the State Data ("Breach"), Palm Beach County shall report the Breach, both orally and in writing, to Tidal Basin. In no event shall the report be made more than two (2) business days after Palm Beach County knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, the County shall keep the Tidal Basin informed regularly of the progress of its investigation until the uncertainty is resolved.

- B. Such confirmed or suspected Breach report shall identify:
1. The nature of the unauthorized access, use, or disclosure;
 2. The PII accessed, used, or disclosed;
 3. The person(s) who accessed, used, and disclosed and/or received PII (if known);
 4. What the County has done or will do to mitigate any deleterious effect of the unauthorized access, use, or disclosure; and,
 5. What corrective action the County has taken or will take to prevent future unauthorized access, use, or disclosure.
- C. In the event of a Breach, the County will:
1. Immediately preserve any potential forensic evidence relating to the Breach;
 2. Promptly (within 2 business days) designate a contact person to whom the other party will direct inquiries, and who will communicate County's responses to the Tidal Basin's inquiries;
 3. As rapidly as circumstances permit, apply appropriate resources to remedy the Breach condition, investigate, document, and undertake appropriate response activities;
 4. Coordinate all media, law enforcement, or other Breach notifications with the Tidal Basin in advance of such notification(s), unless expressly prohibited by law;
 5. Make all reasonable efforts to assist and cooperate with Tidal Basin in its Breach response efforts; and,
 6. Ensure that knowledgeable staff are available on short notice, if needed, to participate in Tidal Basin's meetings and/or conference calls regarding the Breach.
- D. Any Breach may be grounds for immediate termination of this Agreement.

VII. COSTS

This is a non-monetary agreement. The Parties shall bear its respective cost for the data exchange and performance under this Agreement.

VIII. DURATION AND DESIGNATION OF AGREEMENT COORDINATORS

- A. This Agreement shall become effective on the last date of signature by the Parties and will terminate three (3) years from said date, unless renewed or terminated. This Agreement may be renewed for two consecutive one-year terms.
- B. This Agreement may be renewed in writing with appropriate modifications as agreed upon by the Parties.
- C. This Agreement replaces and incorporates all prior negotiations, interpretations, and understandings between the Parties. The Agreement may be mutually terminated by written agreement of the parties or unilaterally by either party, without cause, provided the terminating party serves the other party's Agreement Coordinator with written notice of an intent to terminate the Agreement in no less than thirty (30) days from the date such notice is sent. Either Party may terminate this Agreement for cause, without prior notice or warning, effective immediately upon written notice.
- D. The Agreement Coordinators for this Agreement are:

Tidal Basin
Nolah Shotwell
Special Projects Lead
Our Florida
Phone: 850-938-3445
Email: nolah.shotwell@ourflorida.com

Palm Beach County
Taruna Malhotra
Assistant Department Director
Phone: 561-355-4716
E-mail: TMalhotr@pbcgov.org

IX. AMENDMENTS AND CHANGES

A. With the exception of changes to Agreement Coordinator designations (Section VIII.D.) any changes, alterations, deletions, or additions to the terms set forth in this Agreement must be by written amendment executed by all Parties. Changes to Section III shall be accomplished as provided therein, changes to Section VIII.D. may be accomplished by providing email change notification that is acknowledged by both Parties.

B. The Parties agree to follow and be bound by the terms and conditions of any policy decisions or directives from the federal and state agencies with jurisdiction over the use of the data contained herein upon receipt of written notice directing that such rules, policy decisions, or directives apply to this Agreement.

X. INSPECTION OF RECORDS

The Parties shall permit cognizant state and federal representatives, or their designees, to conduct inspections described in this paragraph, or to make onsite inspections of records relevant to this Agreement to ensure compliance with any state and federal law, regulation, or rule. Such inspections may take place with notice during normal business hours wherever the records are maintained. The parties shall ensure their systems are maintained in a manner sufficient to permit an audit of compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

XI. LIABILITY

It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, or agents, whosoever caused, to the extent allowed by law.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller
Palm Beach County

Palm Beach County, Florida, a Political
Subdivision of the State of Florida
Board of County Commissioners

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

Approved as to Form and
Legal Sufficiency

DocuSigned by:
Helene C. Hvizd

BY: _____
Assistant County Attorney

BF3DF20B2223443...

Agency:

Tidal Basin Government Consulting, LLC

BY: _____
Authorized Signature

Amber Madden

Agency's Signatory Name Typed

Approved as to Terms and
Conditions

DocuSigned by:
James Green

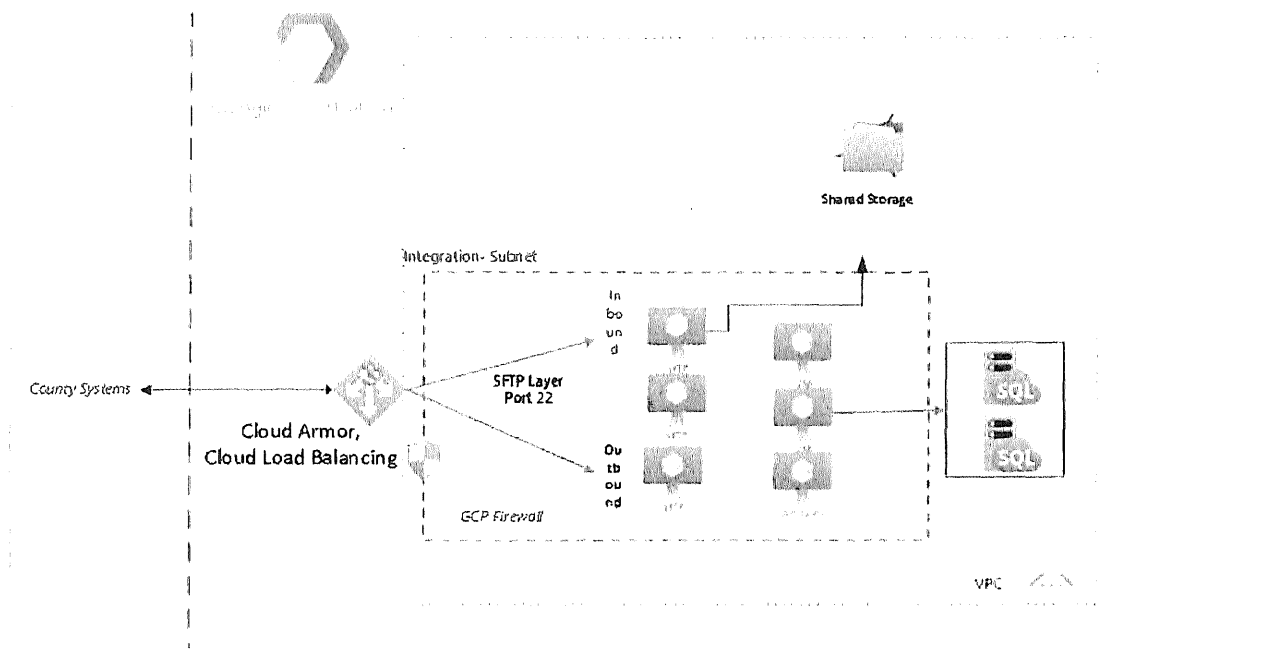
BY: _____
Department Director

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EXHIBIT A

Emergency Rental Assistance – Duplication of Benefit Check Integration

The Case Management system used by Florida Department of Children and Families for Emergency Rental Assistance Program (ERAP) is a SaaS solution provided by Tidal Basin named Financial Assistance Management System (FAMS). FAMS is hosted on Google Cloud Platform and leverages Google cloud infrastructure as a service offering for the system operations. FAMS would need to receive ERAP Applicant details from Florida counties who received direct funding from US Department of the Treasury. This data will be required to check duplication of benefits (DOB) check while adjudicating an application received by FAMS. FAMS will also provide applicant details to county systems for them to perform similar duplication of benefits verification. Tidal Basin is setting up a framework for this bidirectional data exchange between FAMS and county systems and the high-level architecture is shown below:



SFTP verifies the identity of the client and once a secured connection is established information is exchanged. SFTP includes Secure Shell (SSH) protocol in the storage and transfer process.

Security Protocols

Additional measures used for securing SFTP include:

- Disabled FTP protocol to lock down the possibilities of a potential attack.
- Used the strongest standard encryption and hashing to authenticate data. – see details below
- SFTP Server Endpoint security is enabled by using CrowdStrike Antivirus tool.
- Access control has been set with proper permissions on each SFTP folder.
- Used IP whitelisting to allow connections only from authorized IPs.
- SFTP server is running behind GCP firewall to protect it against unauthorized access.

- SFTP is enabled by default using SSL certificates.
- Brute-force login prevention is enabled for SFTP.
- All SFTP user actions are recorded in a searchable audit log.

Encryption Details:

- Data stored in google cloud are encrypted using Google-Managed Encryption Keys. Google Cloud Storage performs server-side encryption by default on all uploaded objects. All data is broken into chunks. Using envelope encryption, each chunk of data is encrypted with a unique Data Encryption Key (DEK) that is also encrypted with a Key Encryption Key (KEK) and the encrypted version of the DEK is then stored along with the encrypted data. The encrypted chunks of data are then distributed across Google's storage systems. Both the KEK and the DEK use symmetric AES-256 with Galois Counter Mode (GCM) cipher.
- Used the strongest standard encryption and hashing to authenticate data. Below are the ciphers being used for encryption.
sftp_key_exchanges:
 - curve25519-sha256@libssh.org
 - ecdh-sha2-nistp256
 - ecdh-sha2-nistp384
 - ecdh-sha2-nistp521sftp_ciphers:
 - aes128-gcm@openssh.com
 - chacha20-poly1305@openssh.com
 - aes128-ctr
 - aes192-ctr
 - aes256-ctrsftp_digests:
 - hmac-sha2-256-etm@openssh.com
 - hmac-sha2-256

The county systems will be onboarded for the integration by the following method.

- Tidal Basin will setup a SFTP site for each county for this bidirectional file exchange.
- SFTP site will be setup with two folders -
 - Outbound – FAMS system will generate the file extract and place it here on a frequency agreed upon with the County. The previous file will be removed from the folder upon the addition of a new file. County systems can download the file extracts from this folder. Access for County systems will be Read Only on this folder. County will download the information and store in County Online Intake system and in Homeless Management Information System.
 - Inbound – Counties can upload their file extracts to this folder. FAMS will systematically consume this file and archive the file. Access for County Systems will be Read and Write on this folder.
- Tidal Basin will whitelist County source IPs and provide SFTP credentials.

The files will be consumed by the FAMS API layer and will be stored in FAMS database for the application consumption. These records will be accessed by FAMS users based on their roles and permission. It is the county's responsibility to request that users be deactivated or reset, as necessary.

DOB County Integration – Data Elements

Tidal Basin and Counties will exchange the following data elements via this data exchange. The files will be a full extract from FAMS as well as from county systems. FAMS will export the county specific applicants and provide in the corresponding SFTP Outbound folder. Frequency of this file exchange will be decided on a county basis.

| | |
|---------------------------------|----------------------------------|
| Outbound File Naming convention | <<CountyName>>_DOBExtract_OB.txt |
| Inbound File Naming convention | <<CountyName>>_DOBExtract_IB.txt |
| File Format | Pipe delimited |
| Data Volume | Full Extract |

| Fields | Remarks |
|--|--|
| Primary Applicant First Name | |
| Primary Applicant Last Name | |
| Primary Applicant Date of Birth | |
| Address of Rental unit Line1 | |
| Address of Rental unit Line2 | |
| City | |
| State | |
| Zip Code | |
| County | |
| Case Approved Date | |
| Total Rental Assistance Provided | |
| Rental Assistance - Months & Assistance Amount provided | E.g.: November 2020-500, December 2020-1200, January 2021-1500. Please note the months and assistance amount needs to be separated by hyphen and combined month and amount needs to be separated by comma. |
| Total Utility Assistance Provided | Only if applicable |
| Utility Assistance - Months & Assistance Amount provided | Only if applicable. E.g.: November 2020-300, December 2020-100, January 2021-100. Please note the months and assistance amount needs to be separated by hyphen and combined month and amount needs to be separated by comma. |
| Primary Applicant Email | If available |
| Primary Applicant Phone Number | If available |

County System Onboarding Form

Please fill this form and send to rfificulp@tidalbasin.rphc.com

| | |
|--|--|
| County Name | |
| Preferred Frequency of Inbound File (County to FAMS) – Choose one | <input type="checkbox"/> Daily <input type="checkbox"/> Weekly |
| Preferred Frequency of Outbound File (FAMS to County) | <input type="checkbox"/> Daily <input type="checkbox"/> Weekly |
| Source IPs to be whitelisted in FAMS. | |
| Users who need access to SFTP Site (Email ids) | |