Privacy Advisory Commission

May 18, 2022 5:00 PM
Teleconference
Special Meeting Agenda

Commission Members: **District 1 Representative**: *Reem Suleiman*, **District 2 Representative**: *Chloe Brown*, **District 3 Representative**: *Brian Hofer, Chair*, **District 4 Representative**: *Lou Katz, Vice Chair* **District 5 Representative**: *Omar De La Cruz*, **District 6 Representative**: *Gina Tomlinson*, **District 7 Representative**: *Robert Oliver*, **Council At-Large Representative**: *Henry Gage III* **Mayoral Representative**: *Jessica Leavitt*

Pursuant to California Government Code section 54953(e), Oakland Privacy Advisory Commission Board Members/Commissioners, as well as City staff, will participate via phone/video conference, and no physical teleconference locations are required.

TO OBSERVE:
Please click the link below to join the webinar:
https://us02web.zoom.us/j/83318878176

Or One tap mobile:
   US: +16699009128, 83318878176# or +12532158782, 83318878176#
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   Dial (for higher quality, dial a number based on your current location):
     US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 646 558 8656
Webinar ID: 833 1887 8176
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TO COMMENT:
1) To comment by Zoom video conference, you will be prompted to use the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted.

2) To comment by phone, you will be prompted to "Raise Your Hand" by pressing "* 9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted.
ADDITIONAL INSTRUCTIONS:
1) Instructions on how to join a meeting by video conference is available at: https://support.zoom.us/hc/en-us/articles/201362193%20-%20Joining-a-Meeting#
2) Instructions on how to join a meeting by phone are available at: https://support.zoom.us/hc/en-us/articles/201362663%20Joining-a-meeting-by-phone
3) Instructions on how to "Raise Your Hand" is available at: https://support.zoom.us/hc/en-us/articles/205566129-Raising-your-hand-In-a-webinar

1. Call to Order, determination of quorum

2. Adopt a Renewal Resolution regarding AB 361 establishing certain findings justifying the ongoing need for virtual meetings

3. Open Forum/Public Comment

4. Surveillance Equipment Ordinance – DVP – Apricot 360 database
    a. Review and take possible action on Impact Report and proposed Use Policy

OAKLAND PRIVACY ADVISORY COMMISSION

RESOLUTION NO. __2_____

_____

ADOPT A RESOLUTION DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE PRIVACY ADVISORY COMMISSION AND ITS COMMITTEES WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e), A PROVISION OF AB-361.

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a state of emergency related to COVID-19, pursuant to Government Code Section 8625, and such declaration has not been lifted or rescinded. *See* https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf; and

WHEREAS, on March 9, 2020, the City Administrator in their capacity as the Director of the Emergency Operations Center (EOC), issued a proclamation of local emergency due to the spread of COVID-19 in Oakland, and on March 12, 2020, the City Council passed Resolution No. 88075 C.M.S. ratifying the proclamation of local emergency pursuant to Oakland Municipal Code (O.M.C.) section 8.50.050(C); and

WHEREAS, City Council Resolution No. 88075 remains in full force and effect to date; and

WHEREAS, the Centers for Disease Control (CDC) recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated or who are at higher risk of getting very sick from COVID-19. *See* https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html; and

WHEREAS, the CDC recommends that people who live with unvaccinated people avoid activities that make physical distancing hard. *See* https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/caring-for-children/families.html; and

WHEREAS, the CDC recommends that older adults limit in-person interactions as much as possible, particularly when indoors. *See* https://www.cdc.gov/aging/covid19/covid19-older-adults.html; and

WHEREAS, the CDC, the California Department of Public Health, and the Alameda County Public Health Department all recommend that people experiencing COVID-19

symptoms stay home. *See* https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html; and

WHEREAS, persons without symptoms may be able to spread the COVID-19 virus. *See* https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html; and

WHEREAS, fully vaccinated persons who become infected with the COVID-19 Delta variant can spread the virus to others. *See* https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html; and

WHEREAS, the City's public-meeting facilities are indoor facilities that do not ensure circulation of fresh / outdoor air, particularly during periods of cold and/or rainy weather, and were not designed to ensure that attendees can remain six (6) feet apart; and

WHEREAS, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of getting very sick from COVID-19 and/or would live with someone who is at high risk; and

WHEREAS, in-person meetings would tempt community members who are experiencing COVID-19 symptoms to leave their homes in order to come to City facilities and participate in local government; and

WHEREAS, attendees would use ride-share services and/or public transit to travel to in-person meetings, thereby putting them in close and prolonged contact with additional people outside of their households; and

WHEREAS, on October 7, 2021, the Privacy Advisory Commission adopted a resolution determining that conducting in-person meetings would present imminent risks to attendees' health, and electing to continue conducting meetings using teleconferencing in accordance with California Government Code Section 54953(e), a provision of AB-361; now therefore be it:

RESOLVED: that the Privacy Advisory Commission finds and determines that the foregoing recitals are true and correct and hereby adopts and incorporates them into this resolution; and be it

FURTHER RESOLVED: that, based on these determinations and consistent with federal, state and local health guidance, the Privacy Advisory Commission renews its determination that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

FURTHER RESOLVED: that the Privacy Advisory Commission firmly believes that the community's health and safety and the community's right to participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

FURTHER RESOLVED: that the Privacy Advisory Commission will renew these (or similar) findings at least every thirty (30) days in accordance with California Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted, or the Privacy Advisory Commission finds that in-person meetings no longer pose imminent risks to the health of attendees, whichever occurs first.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF OAKLAND

AND

SOCIAL SOLUTIONS GLOBAL, INC.

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AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN THE CITY OF OAKLAND AND SOCIAL SOLUTIONS GLOBAL, INC.

This Agreement to provide professional services and related subscription products as set forth with specificity herein ("Agreement") is entered into as of the date when fully executed below ("Effective Date") between Social Solutions Global, Inc., a Delaware corporation with a principal place of business at 10801-2 N. MoPac Expressway, Suite 400, Austin, Texas 78759 ("Contractor") and the City of Oakland ("City"), a municipal corporation, One Frank H. Ogawa Plaza, Oakland, California 94612.

RECITALS

This Agreement is made with reference to the following facts and objectives:

WHEREAS, the City Council has authorized the City Administrator to enter into contracts for professional or specialized services if the mandates of Oakland City Charter Section 902(e) have been met; and

WHEREAS, Contractor is the developer and provider of data management services designed specifically for social service providers ("Services"); and

WHEREAS, City wishes to acquire Contractor's Services as specifically set forth in this Agreement, including the Statement of Work ("SOW") which is attached hereto as **Exhibit 1** and incorporated herein; and

WHEREAS, the following Exhibits and Schedules are attached hereto and incorporated by reference into this Agreement:

> **Exhibit 1:** Statement of Work ("SOW")
> **Exhibit 2:** Subscription Services License
> **Exhibit 3:** Order Form
> **Exhibit 4:** Performance Bond
> **Exhibit 5:** Apricot Security and Hosting Statement
> **Exhibit 6:** Contract Compliance Provisions
> **Exhibit 7:** City Schedules

THE PARTIES TO THIS AGREEMENT CONVENANT AND AGREE AS FOLLOWS:

1. **Priority of Documents**

In the event of conflicting provisions as between the following documents, except as otherwise expressly stated, the provisions shall govern in the following order: the Amendments to this Agreement and Change Notices (as defined in Section 13 of this Agreement) in reverse chronological order of adoption, this Agreement and its Exhibits. The Exhibits shall govern in numerical order as set out in this Agreement.

2.   **Conditions Precedent**

Before this Agreement will become effective:

(a)   Contractor and City must complete and agree upon a Statement of Work which shall be attached to this Agreement as Exhibit 1;

(b)   Contractor shall post a Corporate surety bond, in the form of a Performance Bond, in the penal sum of 100% of the total contract amount of this Agreement to guarantee both faithful performance of Contractor's Services and a source of revenue for the City to complete the Services under this Agreement should Contractor default or become insolvent. City's representative shall attach a copy of the Bond to this Agreement as Exhibit 4. Contract4or must keep the Performance Bond current for the duration of this Project.

(c)   Contractor must provide City with:
1.   A copy of Contractor's City of Oakland Business Tax License which must be kept current for the duration of the Agreement and shall be attached to this Agreement as part of Exhibit 7; and
2.   A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 7.

3.   **Statement of Work**

Contractor agrees to diligently and with best efforts perform the work described in the SOW (Exhibit 1).

4.   **Term**

The term of this Agreement (the "Term") shall start on the Effective Date and end on **June 30, 2027** unless terminated sooner as provided herein.

5.   **Compensation/Payments**

(a)   Contractor must complete the work set forth in the SOW at a firm, fixed price which shall, in no event, exceed $533,056 (five hundred thirty-three thousand, fifty-six dollars) over the Term of this Agreement.

(b)   Upon Contractor's satisfactory performance of the Services and/or completion of the Deliverables as described and set forth in the SOW and City's Acceptance of those Services and/or Deliverables, Contractor will invoice City for the Services and Deliverables City has Accepted. The invoice must be accompanied by an Acceptance Certificate (as defined in section 10(b) of this Agreement) for the Services or Deliverable being invoiced.

(c)   City will pay Contractor's invoice within thirty (30) days of City's receipt of Contractor's invoice. All such payments from the City shall be in immediately available funds and in U.S. dollars.

(d)   Contractor acknowledges and agrees that City shall have no obligation whatsoever to pay Contractor for any Services or Deliverables it has not Authorized and Accepted by issuing an Acceptance Certificate as described in section 10(b) of this Agreement.

6.   System Security & Ownership of Data

Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, the City owns all data entered into the Apricot Platform ("City Data"), and City shall in its sole discretion determine how City Data may be used and/or shared. Contractor's access to City Data is conditioned upon Contractor's agreement that all City Data disclosed by the City to Contractor is proprietary and confidential. Contractor shall hold all City Data in confidence and may use it only in the performance of this Agreement.

As is set forth with specificity in the SOW, Contractor agrees and covenants to collect and store City Data in the Apricot Platform (the "System") by means of which Contractor further agrees and covenants will provide world class security, scalability, high-availability, disaster recovery and dynamic, high-volume computer resources in a proven and trusted environment.

Contractor acknowledges that unauthorized disclosures of City Data could seriously harm the City and third parties. Contractor further acknowledges that, in entering into this Agreement, the City is relying upon Contractor's representations in Contractor's SOC2 Type 2 (SSAE18) report which describes Contractor's security controls. Contractor warrants and covenants that its System protects and preserves the confidentiality and privacy of City Data against unauthorized access ("Breach").

In recognition of City's reliance on its System, Contractor agrees to fully indemnify City, as set forth in detail in Section 15 of this Agreement, for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising or resulting from (a) any Breach or other compromise of Contractor's System, and/or (b) unauthorized access to the City Data which is not attributable to the City or to any of its authorized users.

7.   Independent Contractor

(a)   <u>Rights and Responsibilities</u>. It is expressly agreed that in the performance of the services necessary to carry out this Agreement, Contractor shall be, and is, an independent contractor, and is not an employee of the City. Contractor has and shall retain the right to exercise full control and supervision of the Services, and full control over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of Contractor's Services hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding and all other regulations governing such matters, and shall be solely responsible

for Contractor's own acts and those of Contractor's subordinates and employees. Contractor will determine the method, details and means of performing the services described in the SOW, and has complete and sole discretion for the manner in which the work under this Agreement is performed. Prior to execution of this agreement, Contractor shall complete Schedule M, Independent Contractor Questionnaire, attached hereto.

(b)   Payment of Income Taxes. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by the City to Contractor for the Services under this Agreement. On request, Contractor will provide the City with proof of timely payment. Contractor agrees to indemnify the City for any claims, costs, losses, fees, penalties, interest or damages suffered by the City resulting from Contractor's failure to comply with this provision.

(c)   Non-Exclusive Relationship. Contractor may perform services for, and contract with, as many additional clients, persons or companies as Contractor, in its sole discretion, sees fit.

(d)   Tools, Materials and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

(e)   Cooperation of the City. City agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

(f)   Extra Work. Contractor will do no extra work under this Agreement without first receiving prior written authorization from the City.

8.   **Contractor Warranties**

Contractor represents and warrants that:

(a)   Contractor has the qualifications and skills necessary to perform the services under this Agreement in: (i) a timely, competent and professional manner without the advice or direction of the City, and (ii) in accordance with all applicable governmental requirements, statutes, regulations, rules and ordinances including, without limitation, applicable data privacy laws and regulations ("Laws"). Contractor will promptly advise City of any change in the Laws, or other conditions that may affect the Services. Contractor warrants that Contractor, and Contractor's employees and sub-consultants are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to Contractor's performance of the Services. Contractor represents and warrants that it is able to fulfill the requirements of this Agreement. Failure to perform all of the Services

required under this Agreement will constitute a material breach of the Agreement and may be cause for termination of the Agreement.

(b)   the Services and Deliverables (i) will be free from defects in design, workmanship and materials, and (ii) will conform in all material respects to the Specifications.

(c)   it will use all reasonable efforts, including appropriate testing, to ensure that the Apricot Software and the Apricot Platform does not contain viruses, contaminants, or other harmful code that may harm City systems or other City software.

(d)   as is set forth specifically in Section 12 (Ownership of Results; Intellectual Property), it owns or has the unencumbered right to license and/or assign to City, as provided in this Agreement, access to the Apricot Software and Platform and related network, licensing, technical support, and consultation services ("Services") and all results of the Services delivered to City hereunder, including all required Intellectual Property Rights therein.

(e)   in recognition of City's reliance on its Services and the special circumstances of this project, Contractor warrants that its Services will be suitable for the purpose intended and fully meet City's requirements. Subject to Section 15 (Limitation of Liability), Contractor agrees to indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising from any failure by Contractor in the performance of the Services as required hereunder, in an amount not to exceed the total fees paid to Contractor by City hereunder.

(f)   it acknowledges that City is a provider of public and municipal services to the public and residents of the City of Oakland and that City's reliance on and use of Contractor's Services will be vital to: (1) the business operations of the City; (2) the orderly and efficient provision of public and municipal services by the City; and (3) the health and safety of the City's residents; and, therefore, that any unauthorized interruption of City's business and operations could result in substantial liability to City. In recognition of City's status as a provider of such public and municipal services, Contractor warrants and represents that Contractor shall not at any time during the Term of this Agreement and thereafter render the Apricot Software unusable or inoperable, take possession of the Deliverables provided to City by Contractor or Contractor's subcontractors or in any way deliberately take actions limiting Contractor's liability under this Agreement. If Contractor takes any such actions, Contractor shall be liable for and indemnify City for all liabilities, claims, losses, damages and expenses, including without limitation, reasonable attorney's fees, arising from Contractor's actions.

(g)   EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATION, ACKNOWLEDGEMENT, CONDITION OR

WARRANTY OF ANY KIND WHATSOEVER UNDER THIS AGREEMENT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS, IMPLIED OR OTHER WARRANTIES OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE REGARDING ANY SERVICES, DELIVERABLES OR ANY OTHER PRODUCTS DELIVERED TO THE CITY UNDER THIS AGREEMENT.

9. **Access/Security of City Information Technology Systems**

Contractor shall at all times, maintain and ensure that all of City's information technology systems with which Contractor interfaces, or has access to, remain secure and do not through any of Contractor's actions or lack of action thereof become vulnerable to breach, hacking into or in any way provide any unauthorized access to third parties. Contractor shall not work on any City information technology system unless Contractor first contacts and obtains prior written authorization, through e-mail, from the City's Director of the Office of Information Technology, or his or her designee. Contractor warrants and represents that it will provide all information, reports, and data that fully informs the City with respect to any work, software deliverables, or products that the Contractor works on or which alter or affect the City's information technology systems, including without limitation, any source code and passwords necessary to access or make any such work, software, deliverables or products usable by the City.

10. **Acceptance**

10.1 Unless otherwise agreed in writing, the Parties agree that:

(a) When Contractor completes each Authorized Deliverable, the City shall have five (5) Business Days, or such longer period of time as the Parties may agree upon or as is set out in the SOW and the "Acceptance Period" from the City's receipt of the Deliverable to review and either provide its Acceptance of the Deliverable and an Acceptance Certificate or written notice of its rejection setting out in detail the reasons why such Deliverable failed to be Accepted in accordance with Section 10.2 of this Agreement.

(b) For each Deliverable, when corrective action is required by the City's written notice of deficiencies, Contractor shall have a Corrective Action Period of five (5) Business Days, or such longer period of time as the Parties may agree upon, to correct the deficiencies City has identified as provided herein.

(c) For each Deliverable, Contractor shall be given at least two opportunities to correct the deficiencies identified by the City, unless the Parties otherwise mutually agree.

(d)   Contractor shall correct any deficient Deliverables for which the City has delivered written notice to Contractor as set out in subsection 10.1(b) above such that the Deliverable complies with the requirements set out under this Agreement.

(e)   If Contractor fails to remedy a deficient Deliverable after both opportunities to remedy as set out in subsection 10.1(d) above, then such failures shall constitute a material default of this Agreement.

Changes to Deliverables for which the City has provided Acceptance will be handled through the Change Notice process set out in Section 13 of this Agreement and Contractor will start no work on any change until the Parties have approved and executed any applicable Change Notice.

10.2   Upon delivery by Contractor of any Deliverable and within the Acceptance Period, the City shall review such Deliverable to determine if such Deliverable meets the applicable Acceptance Criteria as set out in the SOW.

(a)   If such Deliverable meets the applicable Acceptance Criteria or is otherwise, used or acted upon by the City, the Deliverable will be deemed Accepted on such date unless City has given notice to Contractor that it needs to use or act upon the Deliverable in order to determine whether or not it is acceptable.

(b)   If such Deliverable does not meet the applicable Acceptance Criteria, the City will provide written notice by no later than the end of the Acceptance Period to Contractor setting out reasonable particulars of any deficiency and Contractor will, within the Corrective Action Period, re-work the Deliverable to meet the applicable Acceptance Criteria, or if the City fails to provide written notice rejecting the Deliverable, or fails to respond to Contractor in writing by the end of the Acceptance Period, then the City will be deemed to have Accepted such Deliverable.

(c)   Once the City Accepts a Deliverable under the terms under this Section 10, including its subparts, City will issue Contractor an Acceptance Certificate which must accompany Contractor's invoice to City for that Deliverable.

11.   Proprietary or Confidential Information

11.1   Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other Party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing Party to the receiving Party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by

inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of either Party.

11.2   Each Party agrees to keep confidential and not disclose to any third party and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving Party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each Party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

11.3   Exceptions. The obligations of this Section 11 shall not apply if receiving Party can prove by appropriate documentation, where appropriate, that such Confidential Information (a) was known to the receiving Party as shown by the receiving Party's files at the time of disclosure thereof, (b) was already in the public domain at the time of the disclosure thereof, (c) entered the public domain through no action of the receiving Party subsequent to the time of the disclosure thereof, (d) is or was independently developed by receiving Party without access to or use of the Confidential Information; (e) was provided to the receiving Party by a third party who, to the best of receiving Party's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (g) is required by law or government order to be disclosed by the receiving Party, provided that the receiving Party shall, if legally permissible, (i) notify the disclosing Party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

11.4   Contractor acknowledges that City is subject to public disclosure laws and that City will comply with requests for information ("RFI"), as it is required to do under the federal Freedom of Information Act, California Public Records Act, City of Oakland Sunshine Act or judicial or administrative court order. Contractor acknowledges that an RFI may pertain to any and all documentation associated with City's use of Contractor's Services. Contractor further acknowledges that it is obligated to assist and cooperate with City by producing all documentation that City requests as responsive to the RFI so that City may comply with its statutory obligations. City agrees to give Contractor as timely written notice as possible of the RFI such that Contractor may oppose the RFI or exercise such other rights at law as Contractor believes it has. However, Contractor must produce to City all documents City requests as RFI responsive and City will comply with the RFI unless, within the time frame established by the statute, judicial or court order under which the RFI is made, Contractor procures a Temporary Restraining Order or similar injunctive relief from a court or other tribunal of competent jurisdiction ordering City not to comply with the RFI pending final determination of Contractor's protest of the RFI. Contractor further agrees to accept City's tender of defense and to defend City and pay all City costs of defense in any litigation brought against City with respect to City not complying with an RFI that Contractor protests and will hold City harmless

against any claims, attorneys' fees, damages, fines, judgments, or administrative penalties, which may arise from any such actions.

12. **Ownership of Results; Intellectual Property**

    (a)   All of Contractor's work product under this Agreement and all concepts, inventions, ideas, know how, patent rights, data, trademarks, and copyrights which are related to, arise out of, or developed in connection with (i) Contractor's work product under this Agreement or (ii) any and all Services or (iii) the Deliverables (collectively "Intellectual Property") shall be the exclusive property of, and all ownership rights therein shall vest in, the Contractor. To be clear, Contractor delivers a Cloud-based data management software platform to the City and all Intellectual Property associated with the curation, organization, or deployment of information as part of Contractor's Services will remain the sole intellectual property of Contractor. In addition, copyrights on Contractor web-based applications and services, user interfaces and application software will remain the intellectual property of Contractor.

    (b)   Contractor represents and warrants that all work product created under this Agreement shall be original work of Contractor or in the public domain. Contractor further represents and warrants that it has all rights, licenses and interests necessary to provide any Third Party Intellectual Property to the City and its affiliates and to grant the City and its affiliates the rights and licenses to use such Third-Party Intellectual Property for the purposes contemplated by this Agreement. Contractor grants to the City for the benefit of City and its affiliates, agents, successors, permitted assigns and contractors the royalty-free paid-up right and license to use such Third-Party Intellectual Property for the purposes contemplated by this Agreement.

13. **Change Notices**

    (a)   Upon fifteen (15) days' written notice to Contractor, City shall have the right to request changes in the provision of any future Deliverables under this Agreement by delivering to Contractor a change notice ("Change Notice"), provided that any and all such changes shall be subject to Contractor's written consent which shall not be unreasonably withheld. Each Change Notice may specify changes to the (i) Apricot Software Contractor is to provide hereunder and the manner in which Contractor is to provide the Apricot Software, or (ii) to the Services Contractor is to provide hereunder. If any Change Notice causes an increase or decrease in the price or the time required for performance under this Agreement, an equitable adjustment jointly agreed upon by City and Contractor shall be made and the Agreement shall be modified in writing accordingly.

    (b)   Change Notices issued under this Agreement must be accepted or rejected in writing by Contractor within ten (10) days of Contractor's receipt of its issuance. Notwithstanding as may be otherwise provided here in, if for any reason

Contractor should fail to timely accept or reject a Change Notice in writing, such Change Notice shall be deemed accepted.

14. **Limitation on Liability**

(a)   Either party's liability to the other party for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed twice the total value of this Agreement.

(b)   In no event shall either Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

(c)   This limitation of liability shall not apply to Contractor's Indemnification obligations as set forth in this Agreement.

15. **Indemnification**

(a)   General Indemnification. Notwithstanding any other provision of this Agreement, Contractor shall indemnify and hold harmless (and at City's request, defend) City, and each of its respective Councilmembers, officers, partners, agents, and employees (each of which persons and organizations are referred to collectively herein as "Indemnitees" or individually as "Indemnitee") from and against any and all liabilities (of every kind, nature and description), claims, lawsuits, losses, damages, demands, debts, liens, costs, judgments, obligations, administrative or regulatory fines or penalties, damages, (incidental or consequential) costs, actions or causes of action, and expenses, including reasonable attorneys' fees, (collectively referred to herein as "Actions") caused by or arising out of any:

(i)   Negligent or willful acts or omissions in the course of performance by Contractor under this Agreement;

(ii)   Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by any negligent act, error or omission of Contractor;

(iii)   Unauthorized use or disclosure by Contractor of Confidential Information as provided in Section 11 above.

(b)   Proprietary Rights Indemnity. Contractor shall indemnify, defend, save and hold harmless Indemnitees from any and all Actions arising out of claims that the Software, infringes upon or violates the Intellectual Property Rights of others. If the Software will become the subject of an Action or claim of infringement or

violation of the Intellectual Property Rights of a third party, City, at its option shall require Contractor, in addition to its obligation to indemnify City hereunder to, at Contractor's sole expense: (1) procure for City the right to continue using the Software; or (2) replace or modify the Software so that no infringement or other violation of Intellectual Property Rights occurs, if City determines that: (A) such replaced or modified Software will operate in all material respects in conformity with the then-current specifications for the Software; and (B) City's use of the Software is not impaired thereby. Contractor's obligations under this Agreement will continue uninterrupted with respect to the replaced or modified Software as if it were the original Software.

(c)   For the purposes of the indemnification obligations set forth herein, the term "Contractor" includes, without limitation, Contractor, its officers, directors, employees, representatives, agents, servants, sub-consultants, and subcontractors.

(d)   Contractor acknowledges and agrees that it has an immediate and independent obligation to indemnify and defend Indemnitees from any Action which potentially falls within this indemnification provision, which obligation shall arise at the time an Action is tendered to Contractor by City and continues at all times thereafter, without regard to any alleged or actual contributory negligence of any Indemnitee. Notwithstanding anything to the contrary contained herein, Contractor's liability under this Agreement shall not apply to any Action arising from the sole negligence, active negligence or willful misconduct of an Indemnitee.

(e)   City shall give Contractor prompt written notice of any Action and shall fully cooperate with Contractor in the defense and all related settlement negotiations to the extent that cooperation does not conflict with City's interests. Notwithstanding the foregoing, City shall have the right, if Contractor fails or refuses to defend City with Counsel acceptable to City, to engage its own counsel for the purposes of participating in the defense. In addition, City shall have the right to withhold payments due Contractor in the amount of reasonable defense costs actually incurred. In no event shall Contractor agree to the settlement of any claim described herein without the prior written consent of City.

(f)   All of Contractor's indemnification obligations hereunder are intended to apply to the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782) and shall survive the expiration or sooner termination of this Agreement.

(g)   Contractor's indemnification obligations hereunder shall not be limited by the City's insurance requirements contained in Schedule Q hereof, or by any other provision of this Agreement.

16.   **Termination**

(a)   Termination for Breach. If Contractor breaches any material obligation under this Agreement and fails to cure the breach within 30 days of receipt of written notice from City of said breach, City may terminate the Agreement and, subject to the Limitation on Liability (Section 14), recover all direct damages it incurs as a result of Contractor's breach and require that Contractor repay City all monies City has prepaid Contractor for Services that remain to be delivered under this Agreement.

(b)   Contractor may terminate this Agreement if City breaches a material provision of the Agreement and does not cure the breach within 30 days of written notice from Contractor of said breach. In such event, Contractor will be entitled to payment for Deliverables which City has accepted in accordance with the Testing and Acceptance provisions of this Agreement.

(c)   Bankruptcy. Either party may immediately terminate this Agreement if (i) the other party files a petition for bankruptcy or has filed against it an involuntary petition for bankruptcy which is not dismissed within 60 days of its filing, (ii) a court has appointed a receiver, trustee, liquidator or custodian of it or of all or a substantial part of the other party's property, (iii) the other party becomes unable, or admits in writing its inability, to pay its debts generally as they mature, or (iv) the other party makes a general assignment for the benefit of its or any of its creditors.

(d)   Termination for Convenience by City. City may terminate this Agreement for any reason at any time upon not less than sixty (60) days' prior written notice to Contractor without any refund or reimbursement of fees paid. After the date of such termination notice, Contractor shall not perform any further services or incur any further costs claimed to be reimbursable under this Agreement, any Purchase Order, Change Order, or Change Notice without the express prior written approval of City. As of the date of termination, City shall pay to Contractor all undisputed amounts then due and payable under this Agreement.

(e)   Transition Services after Termination. In connection with the expiration or other termination of this Agreement or the expiration of this Agreement, Contractor may provide transition services as requested by City. Such transition services shall be subject to the pricing provided in this Agreement or any amendment thereto.

17.   Dispute Resolution

(a)   If dispute or disagreement among the Parties arises with respect to either Party's performance of its obligations hereunder, or any provision of or interpretation of the Agreement, the Parties agree to attempt in good faith to resolve such dispute or disagreement (a "Dispute") prior to submitting the Dispute to mediation or litigation in accordance with this Section 17. Such resolution efforts shall involve

the City Administrator of the City of Oakland and an executive officer of Contractor, together with such other persons as may be designated by either Party.

(b)   Any Party may commence said resolution efforts by giving notice, in writing, to any other Party. Such notice shall include at least a description of the Dispute and any remedial action that the Party commencing the resolution procedure asserts would resolve the Dispute. Upon receiving such notice, the Party against whom the Dispute is brought shall respond in writing within five (5) Business Days. The Parties shall then meet and confer in a good faith attempt to resolve the Dispute.

(c)   If the Dispute has not been resolved within thirty (30) Business Days after the Subsection 17.b. notice is given, and unless the Party initiating the Dispute does not wish to pursue its rights relating to such Dispute, or unless the Parties mutually agree to continue the meet and confer in an attempt to resolve the Dispute, then such Dispute will be automatically submitted to mediation. The mediation will be conducted by a single mediator located in the county of Alameda or San Francisco in the State of California, selected by the Parties to the Dispute by mutual agreement or by the use of the Commercial Mediation Procedures of the American Arbitration Association for appointment of a mediator. The Parties to the Dispute shall equally share the costs of the mediator. The parties, in conjunction with the mediator, shall have sixty (60) Business Days from the submission to mediation to attempt to resolve such Dispute. If the Dispute is not resolved within that time period, the parties will be entitled to pursue such matter by instituting litigation in a court of competent jurisdiction in the county of Alameda or San Francisco in the State of California.

18.   Commencement, Completion and Close-out

It shall be the responsibility of the Contractor to coordinate and schedule the work to be performed so that commencement and completion take place in accordance with the provisions of the SOW.

Any time extension granted to Contractor to enable Contractor to complete the work must be in writing and shall not constitute a waiver of rights the City may have under this Agreement. Should the Contractor not complete the work by the scheduled date or by an extended date, the City shall be released from all of its obligations under this Agreement.

Within thirty (30) days of completion of the performance under this Agreement, Contractor shall make a determination of any and all final costs due under this Agreement and shall submit an invoice for such final and complete payment (including without limitations any and all claims relating to or arising from this Agreement) to the City. Failure of the Contractor to timely submit a complete and accurate invoice for final payment shall relieve the City of any further obligations under this Agreement, including without limitation any obligation for payment of work performed or payment of claims by Contractor.

19. **Liquidated Damages For Contractor's Unexcused, Untimely Performance**

Contractor's failure to complete the Services within the time allowed as set forth in the SOW will result in the City sustaining damages and the assessment by City of Liquidated Damages. This section 19 shall not apply to any delays caused by the City.

(a)   Excusable Delays (Force Majeure). If Contractor experiences an Excusable Delay Event, Contractor shall, within three (3) days after first becoming aware of each such event, give written notice of the delay to the City and describe any impact the "Excusable Delay" may have upon the Schedule. If the foregoing Notice(s) are issued, then Contractor may request a day for day extension to the Schedule corresponding to the number of days of delay directly caused by the Excusable Delay Event. The City shall have sole discretion regarding whether to approve Contractor's request for any such extension.

(b)   An "Excusable Delay Event" shall be defined as an (1) unforeseeable event, (2) outside of Contractor's control, that (3) renders performance impossible or impractical.

(c)   Schedule of Liquidated Damages. City and Contractor recognize that time is of the essence in the performance of this Agreement and that City will suffer financial loss in the form of contract administration expenses (including project management and consultancy expenses), delay and loss of public use, if Contractor does not complete its Services and the Deliverables associated therewith within the respective times specified in this Agreement and in the SOW, plus any extensions that are allowed in accordance with this Agreement. Contractor and City agree that because of the nature of the Services as provided by this Agreement, it would be impractical or extremely difficult to fix the amount of actual damages incurred by City because of the delay in completion or timely delivery of the Services. Accordingly, City and Contractor agree that Contractor shall pay City the following liquidated damages:

(i)   Deliverables: $500.00 for each calendar day that expires after the time specified in the SOW, plus any agreed-upon extensions, for Contractor to provide and for City to accept the Deliverables specified in the SOW.

(ii)   Milestones: $1,000.00 for each calendar day that expires after the time specified in the SOW, plus any agreed-upon extensions, for Contractor to complete the Milestone set forth in the SOW, and to complete all of the Services.

20. **Bankruptcy**

All rights and licenses granted to City pursuant to this Agreement are, and shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In a

bankruptcy or insolvency proceeding involving Contractor, the parties agree that City, as licensee of such rights, shall retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, and the provisions thereof shall apply notwithstanding conflict of law principles.

21. <u>Assignment</u>

Contractor shall not assign or otherwise transfer any rights, duties, obligations or interest in this Agreement or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City Attorney and City Administrator or their respective designees, which shall not be unreasonably withheld. City's consent to any assignment shall be conditioned upon retaining all rights it has at law against Contractor as Assignor. Any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer. In the event that Contractor assigns this Agreement in compliance with this provision, this Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

22. <u>Agents/Brokers</u>

Contractor warrants that Contractor has not employed or retained any subcontractor, agent, company or person other than bona fide, full-time employees of Contractor working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any subcontractor, agent, company or persons other than bona fide employees any fee, commission, percentage, gifts or any other consideration, contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or gift.

23. <u>Publicity</u>

Upon City's prior written approval, any publicity generated by Contractor for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of the City of Oakland in making the project possible. The words "City of Oakland" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles.

City staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

24. <u>Conflict of Interest</u>

(a)   <u>Contractor</u>

The following protections against conflict of interest will be upheld:

(1)   Contractor certifies that no member of, or delegate to the Congress of the United States shall be permitted to share or take part in this Agreement or in any benefit arising there from.

(2)   Contractor certifies that no member, officer, or employee of the City or its designees or agents, and no other public official of the City who exercises any functions or responsibilities with respect to the programs or projects covered by this Agreement, shall have any interest, direct or indirect in this Agreement, or in its proceeds during his/her tenure or for one year thereafter.

(3)   Contractor shall immediately notify the City of any real or possible conflict of interest between work performed for the City and for other clients served by Contractor.

(4)   Contractor warrants and represents, to the best of its present knowledge, that no public official or employee of City who has been involved in the making of this Agreement, or who is a member of a City board or commission which has been involved in the making of this Agreement whether in an advisory or decision-making capacity, has or will receive a direct or indirect financial interest in this Agreement in violation of the rules contained in California Government Code Section 1090 et seq., pertaining to conflicts of interest in public contracting. Contractor shall exercise due diligence to ensure that no such official will receive such an interest.

(5)   Contractor further warrants and represents, to the best of its present knowledge and excepting any written disclosures as to these matter already made by Contractor to City, that (a) no public official of City who has participated in decision-making concerning this Agreement or has used his or her official position to influence decisions regarding this Agreement, has an economic interest in Contractor or this Agreement, and (b) this Agreement will not have a direct or indirect financial effect on said official, the official's spouse or dependent children, or any of the official's economic interests. For purposes of this paragraph, an official is deemed to have an "economic interest" in any (i) for-profit business entity in which the official has a direct or indirect investment worth $2,000 or more, (ii) any real property in which the official has a direct or indirect interest worth $2,000 or more, (iii) any for-profit business entity in which the official is a director, officer, partner, trustee, employee or manager, or (iv) any source of income or donors of gifts to the official (including nonprofit entities) if the income totaled more than $500 in the previous 12

months, or value of the gift totaled more than $350 the previous year. Contractor agrees to promptly disclose to City in writing any information it may receive concerning any such potential conflict of interest. Contractor's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 et seq.) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.).

(6)   Contractor understands that in some cases Contractor or persons associated with Contractor may be deemed a "City officer" or "public official" for purposes of the conflict of interest provisions of Government Code Section 1090 and/or the Political Reform Act. Contractor further understands that, as a public officer or official, Contractor or persons associated with Contractor may be disqualified from future City contracts to the extent that Contractor is involved in any aspect of the making of that future contract (including preparing plans and specifications or performing design work or feasibility studies for that contract) through its work under this Agreement.

(7)   Contractor shall incorporate or cause to be incorporated into all subcontracts for work to be performed under this Agreement a provision governing conflict of interest in substantially the same form set forth herein.

(b)   No Waiver. Nothing herein is intended to waive any applicable federal, state or local conflict of interest law or regulation.

(c)   Remedies and Sanctions. In addition to the rights and remedies otherwise available to the City under this Agreement and under federal, state and local law, Contractor understands and agrees that, if the City reasonably determines that Contractor has failed to make a good faith effort to avoid an improper conflict of interest situation or is responsible for the conflict situation, the City may (1) suspend payments under this Agreement, (2) terminate this Agreement, (3) require reimbursement by Contractor to the City of any amounts disbursed under this Agreement. In addition, the City may suspend payments or terminate this Agreement whether or not Contractor is responsible for the conflict of interest situation.

25.   **Validity of Contracts**

The Oakland City Council must approve all Agreements greater than $250,000. This Agreement shall not be binding or of any force or effect until signed by the City Administrator or his or her designee and approved as to form and legality by the City Attorney or his or her designee.

26.   Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California, without reference to its conflicts of laws principles. Any action or proceeding to enforce the terms of this Agreement hall be brought in the courts of Alameda County, Oakland, California or in the courts of San Francisco County, San Francisco, California, and each party agrees to waive any objections to personal jurisdiction and venue in these courts.

27.   Headings

Headings and captions used to introduce Sections and paragraphs of this Agreement are for convenience only and have no legal significance.

28.   Construction

(a)   Except as provided in Section 13(b) above, acceptance or acquiescence in a prior course of dealing or a course of performance rendered under this Agreement or under any Change Order, or Change Notice, shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

(b)   The language in all parts of this Agreement and any Purchase Order, Change Order, or Change Notice, shall in all cases be construed in whole, according to its fair meaning, and not strictly for or against, either Contractor, City regardless of the drafter of such part.

29.   Waiver

No covenant, term, or condition of this Agreement may be waived except by written consent of the party against whom the waiver is claimed and the waiver of any term, covenant or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

30.   Attorneys' Fees

If either party commences an action or proceeding to determine or enforce its rights hereunder, the prevailing party shall be entitled to recover from the losing party all expenses reasonably incurred, including court costs, reasonable attorneys' fees and costs of suit as determined by the court pursuant to a final, non-appealable order.

31.   Counterparts

This Agreement may be executed in any number of identical counterparts, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes.

32. **Remedies Cumulative**

The rights and remedies of City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, including the California Uniform Commercial Code.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, shall be finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then notwithstanding such determination, such term or provision shall remain in force and effect to the extent allowed by such ruling and all other terms and provisions of this Agreement or the application of this Agreement to other situation shall remain in full force and effect.

Notwithstanding the foregoing, if any material term or provision of this Agreement or the application of such material term or condition to a particular situation is finally found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, then the Parties hereto agree to work in good faith and fully cooperate with each other to amend this Agreement to carry out its intent.

33. **Access**

Access to City's premises by Contractor shall be subject to the reasonable security and operational requirements of City. To the extent that Contractor's obligations under this Agreement or any Purchase Order, Change Order, or Change Notice, require the performance of Services or Work by Contractor on City's property or property under City's control, Contractor agrees:

(a)   to accept full responsibility for performing all Services or work in a safe manner so as not to jeopardize the safety of City's personnel, property, or members of the general public; and

(b)   to comply with and enforce all of City's regulations, policies, and procedures including, without limitation, those with respect to security, access, safety and fire protection, City's policy against sexual harassment, and all applicable state and municipal safety regulations, building codes or ordinances.

34. **Entire Agreement of the Parties**

This Agreement supersedes any and all Agreements, either oral or written, between the parties with respect to the rendering of services by Contractor for the City and contains all of the representations, covenants and Agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other Agreement, statement or promise not contained in this Agreement will be valid or binding.

35. **Modification**

Any modification of this Agreement will be effective only if it is in a writing signed by all parties to this Agreement.

36. **Notices**

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City of Oakland   Department of Violence Prevention
            250 Frank H. Ogawa Plaza
            Oakland, CA 94612
            Attention: _____

Contractor   Social Solutions Global, Inc.
            [NAME OF CONTACT]
            10801-2 N. MOPAC Expressway, Suite 400
            Austin, TX 78759

Any party to this Agreement may change the name or address of representatives for purpose of this Notice paragraph by providing written notice to all other parties ten (10) business days before the change is effective.

37. **Right to Offset**

All claims for money or to become due from City shall be subject to deduction or offset by City from any monies due Contractor by reason of any claim or counterclaim arising out of this Agreement or any Purchase Order, Change Order, or Change Notice or any other transaction with Contractor. To the extent that there are amounts due to the City and to a state or federal funding agency, and the amount of the offset is insufficient to pay such amount in full, the amount of the offset shall be prorated between the City and such state or federal funding agency in proportion to the amounts due them.

38. **No Third Party Beneficiary**

This Agreement shall not be construed to be an agreement for the benefit of any third Party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

39. **Survival**

Sections 1, 3, 8, 11, 12, 14, 15, 23, 37 of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement.

40. **Time is of the Essence**

The special circumstances of this Agreement require Contractor's timely performance of its obligations under this Agreement. Therefore, time is of the essence in the performance of this Agreement.

41. **Authority**

Each individual executing this Agreement or any Purchase Order, Change Order or Change Notice, hereby represents and warrants that he or she has the full power and authority to execute this Agreement or such Purchase Order, Change Order or Change Notice, on behalf of the named party such individual purports to bind.

SO AGREED:

City of Oakland, a municipal corporation   Social Solutions Global, Inc.

_____   _____
(City Administrator's Office)   (Date)   (Signature)   (Date)

_____   _____
(Department Head Signature)   (Date)   Business Tax Certificate No.

Approved as to form and legality: _____
                                                                   Resolution Number

_____
(City Attorney's Office Signature) (Date)

Schedule Q
INSURANCE REQUIREMENTS
IT Professional/Cyber Liability Exposures

a.   <u>General Liability, Automobile, Workers' Compensation and Professional Liability</u>

Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. If requested, Contractor shall provide the City with copies of all insurance policies. The insurance shall at a minimum include:

i.   **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be on an occurrence basis and at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

Limits of liability: Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii.   **Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 0001.

iii.   **Workers' Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than $1,000,000 each accident, $1,000,000 policy limit bodily injury by disease, and $1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before

commencing performance of the work under this Agreement and thereafter as required by that code.

iv. **Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RMD,** appropriate to the contractor's profession with limits not less than $_____ each claim and $_____ aggregate. If the professional liability/errors and omissions insurance is written on a claims- made form:

    a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.

    b. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

    c. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

v. **Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than $500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least $500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of $500,000 per occurrence and in the aggregate.

vi. **Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or provides services to persons with Alzheimer's or Dementia, or provides Case Management services, or provides Housing services to vulnerable groups (i.e., homeless persons) Contractor shall maintain sexual/molestation/abuse insurance with a limit of not less than $1,000,000 each occurrence and $1,000,000 in the aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

vii. **Technology Professional Liability (Errors and Omissions) OR Cyber Liability Insurance, if determined to be required by HRM/RMD,** *appropriate to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic*

information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

b.   Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

i.   Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insureds under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

ii.   Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteers shall be primary insurance. Any other insurance available to the City Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Agreement); and

iii.   Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and

iv.   The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors; and

v.   Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and

vi.   Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c.   Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Agreement, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Agreement.

d.   Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Agreement.

e.   Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if, and when, requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

f.   Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the project to verify compliance with requirements.

g.   Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

h.   Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, employees and volunteers for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

i.   Evaluation of Adequacy of Coverage

The City of Oakland maintains the right to modify, delete, alter or change these requirements, with reasonable notice, upon not less than ninety (90) days prior written notice.

j.   Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, The City shall be entitled to coverage for the higher limits maintained by the contractor.

k.   Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Dat*e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

END OF SCHEDULE Q – INSURANCE REQUIREMENT

EXHIBIT 6 - CONTRACTS AND COMPLIANCE PROVISIONS

1.   Business Tax Certificate

Contractor shall obtain and provide proof of a valid City business tax certificate. Said certificate must remain valid during the duration of this Agreement.

2.   Inspection of Books and Records/Right to Audit

(a)   During the term of this Agreement, and for a period of four (4) years after the termination of this Agreement, or two (2) years after the closure of any disputed matter, whichever occurs later, (the "Audit Period"), Contractor shall maintain financial and operational records related to this Agreement or to any other Agreement with City. Contractor shall make all books and records open to inspection by the governing agency, City Auditor or their individually assigned designee during normal business hours at a location within a twenty-five (25) mile radius of the City of Oakland for the period of this contract and for a period of four years after the close of each contract year.

(b)   During the Audit Period, Contractor hereby grants to City or its designee(s), upon one (1) days prior notice to Contractor, access to and the right to make copies of any of Contractor's books, statements, documents, papers or records ("Financial Information") which arise from or relate to the terms and conditions of this Agreement and the performance of any services pursuant to this Agreement, or any other Agreement between the parties, in order to permit City to conduct audits, examinations, excerpts and transition audits (collectively hereafter referred to as "Audit or Audits"). Contractor authorizes the City Auditor or his designee to obtain such information directly from these sources. City's right to Audit and to make copies shall apply whether such Financial Information is located at Contractor's offices or at Contractor's banks, financial institutions or lenders, or at the offices of Contractor's financial consultants, accountants or bookkeepers. For the purposes of such Audit, Contractor waives its right to the confidentiality of all Financial Information and Contractor authorizes the City or its designee(s) to access, obtain and make copies of Financial Information directly from Contractor's banks, financial institutions or lenders, or from Contractor's financial consultants, accountants or bookkeepers.

(c)   Such Audits may be performed by City through its employees or by its designees including, without limitation, a third party auditor retained by City. City's right to Audit under this Section 2 is independent, separate and distinct from any right to audit such books and records reserved by law or contract, or as a condition of funding, by the county, state or federal government.

(d)   If any Audit of Contractor's invoices or other records reveals any variance from any invoice to City, or of any amount of funds provided to Contractor by City which is in excess of the amount actually due to Contractor by City, then: Contractor shall

immediately refund any excess payment or funds received from City. In addition, if any Audit reveals any variance from any invoice or funds received from City in excess of one-half percent (.5%) of the amount shown on such invoice or the amount of funds actually due to or granted to Contractor by City, Contractor shall immediately reimburse City for all costs and expenses incurred in conducting such Audit. Failure to pay such variance and the cost of the Audit as required herein shall constitute and be deemed a material breach of the Agreement by Contractor and will subject Contractor to termination of the Agreement by City and to a breach of contract claim for damages by City.

3.   Non-Discrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this Agreement, Contractor agrees as follows:

(a)   Contractor and Contractor's subcontractors, if any, shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b)   Contractor and Contractor's Subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

(c)   If applicable, Contractor will send to each labor union or representative of workers with whom Contractor has a collective bargaining Agreement or contract or understanding, a notice advising the labor union or workers' representative of Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.   Americans With Disabilities

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Oakland requires that all of its contractors comply with their ADA obligations and verify such compliance by signing the Declaration of Compliance incorporated herein as **Schedule C-1.**

5. **Local and Small Local Business Enterprise Program (L/SLBE)**

    1.   Local and Small Local Business Enterprise Program (L/SLBE)

        a) *Requirement* – For Professional Services, **50% Local and Small Local Business Enterprise Program (L/SLBE):** there is a 50% minimum participation requirement for all professional services contracts over $50,000. Consultant status as an Oakland certified local or small local firm and subcontractor/subconsultant status as an Oakland certified local or small local firm are taken into account in the calculation. The requirement may be satisfied by a certified prime consultant and/or sub-consultant(s). A business must be certified by the City of Oakland in order to earn credit toward meeting the fifty percent requirement. The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime consultant with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

        b) Good Faith Effort - In light of the fifty percent requirement, good faith effort documentation is not necessary.

        c) Preference Points – Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a consultant will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.

        d) A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.

        e) In those instances where Very Small Local Business Enterprise (VSLBE) participation is evident, the level of participation will be double-counted towards meeting the requirement.

        f) Additional Preference Points for Request for Proposals (RFP) and Request for Qualifications (RFQ) may be earned for having an Oakland resident workforce. **Prime consultants seeking additional preference points for having an Oakland resident workforce <u>must</u> submit a completed Schedule E-2 titled the "Oakland Workforce Verification Form" no more than 4 days after the proposal due date. A copy of Schedule E-2 is found on** https://www.oaklandca.gov/documents/contracts-and-compliance-forms-

and-schedules**.**

g) Earning extra preference points for having an existing work force that includes Oakland residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

h) The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, <u>Exit Report and Affidavit</u> for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.

i) Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime consultant is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, <u>prior to</u> the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

j) Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, <u>Ownership, Ethnicity, and Gender Questionnaire</u>, and Schedule E, <u>Project Consultant Team</u>, attached and incorporated herein and made a part of this Agreement.

k) All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.

l) In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the

absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

m) In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.

6. **Other Applicable Ordinances:**

(a)   Living Wage Ordinance

This Agreement is subject to the Oakland Living Wage Ordinance. The Living Wage Ordinance requires that nothing less than a prescribed minimum level of compensation (a living wage) be paid to employees of service Contractors (contractors) of the City and employees of CFARs (Ord. 12050 § 1, 1998). Oakland employers are also subject to the City of Oakland Minimum Wage law (see Section 7, below), and must pay employees wages and provide benefits consistent with the Minimum Wage law or Oakland Living Wage Ordinance, whichever are greater.

The Ordinance also requires submission of the Declaration of Compliance attached and incorporated herein as Declaration of Compliance – Living Wage Form; and made part of this Agreement, and, unless specific exemptions apply or a waiver is granted, the contractor must provide the following to its employees who perform services under or related to this Agreement:

a. Minimum compensation – Said employees shall be paid an initial **hourly wage rate of $15.30 with health benefits or $17.56 without health benefits**. These initial rates shall be upwardly adjusted each year no later than April 1 in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor**. Effective July 1st of each year, contractor shall pay adjusted wage rates.**

b. Health benefits – Said full-time and part-time employees paid at the lower living wage rate shall be provided health benefits of at least **$2.39 per hour**. Contractor shall provide proof that health benefits are in effect for those employees no later than 30 days after execution of the contract or receipt of City financial assistance.

c. Compensated days off – Said employees shall be entitled to twelve compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and ten uncompensated days off per year for sick leave. Employees shall accrue one compensated day off per month of full time employment. Part-time employees shall accrue compensated days off in increments proportional to that accrued by full-time employees. The employees shall be eligible to use accrued days off after the first six months of employment or consistent with company policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off. Ten uncompensated days off shall be made available, as needed, for personal or immediate family illness after the employee has exhausted his or her accrued compensated days off for that year.

d. Federal Earned Income Credit (EIC) - To inform employees that he or she may be eligible for Earned Income Credit (EIC) and shall provide forms to apply for advance EIC payments to eligible employees. For more information, web sites include but are not limited to: (1) http://www.irs.gov and http://www.irs.gov/individuals/article/0,,id=96466,00.html

e. Contractor shall provide to all employees and to Contracts and Compliance, written notice of its obligation to eligible employees under the City's Living Wage requirements. Said notice shall be posted prominently in communal areas of the work site(s) and shall include the above-referenced information.

f. Contractor shall provide all written notices and forms required above in English, Spanish or other languages spoken by a significant number of employees within 30 days of employment under this Agreement.

g. Reporting – Contractor shall maintain a listing of the name, address, hire date, occupation classification, rate of pay and benefits for each of its employees. Contractor shall provide a copy of said list to the Office of the City Administrator, Contracts and Compliance Unit, on a quarterly basis, by March 31, June 30, September 30 and December 31 for the applicable compliance period. Failure to provide said list within five days of the due date will result in liquidated damages of five hundred dollars ($500.00) for each day that the list remains outstanding. Contractor shall maintain employee payroll and related records for a period of four (4) years after expiration of the compliance period.

h. Contractor shall require subcontractors that provide services under or related to this Agreement to comply with the above Living Wage provisions. Contractor shall include the above-referenced sections in its subcontracts. Copies of said subcontracts shall be submitted to Contracts and Compliance.

(b) <u>Minimum Wage Ordinance</u>

Oakland employers are subject to Oakland's Minimum Wage Law, whereby Oakland employees must be paid the current Minimum Wage rate. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site.
The law requires paid sick leave for employees and payment of service charges collected for their services. This contract is also subject to Oakland's Living Wage Ordinance (see Section 6, above), and must   pay employees wages and provide benefits consistent with the Living Wage Ordinance, whichever are greater.

For further information, please go to the following website: https://www.oaklandca.gov/topics/minimum-wage-paid-leave-service-charges

(c)   Equal Benefits Ordinance

This Agreement is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City Contractors (contractors) between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. (Ord. 12394 (part), 2001)

The following contractors are subject to the Equal Benefits Ordinance: Entities which enter into a "contract" with the City for an amount of twenty-five thousand dollars ($25,000.00) or more for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the treasury or out of trust moneys under the control of or collected by the city; and Entities which enter into a "property contract" pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars ($25,000.00) or more for the exclusive use of or occupancy (1) of real property owned or controlled by the city or (2) of real property owned by others for the city's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a Contractor's operations that occur (1) within the City; (2) on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with

the City; and (3) elsewhere in the United States where work related to a City contract is being performed. The requirements of this chapter shall not apply to subcontracts or sub-contractors.

The Equal Benefits Ordinance requires among other things, submission of the attached and incorporated herein as **Schedule N-1,** Equal Benefits-Declaration of Nondiscrimination form. For more information, see http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQB EOR.html#TOPTITLE

(d)   Nuclear Free Zone

Contractor represents, pursuant to **Schedule P** ("Nuclear Free Zone Disclosure Form") that Contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers. Prior to execution of this Agreement, Contractor shall complete **Schedule P**, attached hereto.

7.   City of Oakland Campaign Contribution Limits

This Agreement is subject to the City of Oakland Campaign Reform Act of Chapter 3.12 of the Oakland Municipal Code and its implementing regulations if it requires Council approval. The City of Oakland Campaign Reform Act prohibits contractors that are doing business or seeking to do business with the City of Oakland from making campaign contributions to Oakland candidates between commencement of negotiations and either 180 days after completion of, or termination of, contract negotiations.

If this Agreement requires Council approval, Contractor must sign and date an Acknowledgment of Campaign Contribution Limits Form attached hereto and incorporated herein as **Schedule O**.

8.   Insurance

Unless a written waiver is obtained from the City's Risk Manager, Contractor must provide the insurance listed in **Schedule Q**. **Schedule Q** is attached to the Agreement as Attachment A and incorporated herein by reference.

9.   Political Prohibition

Subject to applicable State and Federal laws, moneys paid pursuant to this Agreement shall not be used for political purposes, sponsoring or conducting candidate's meetings, engaging in voter registration activity, nor for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state or local government.

10.   Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of the Agreement.

11.   Prompt Payment Ordinance

This contract is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S, passed January 15, 2008 and effective February 1, 2008). The Ordinance requires that, unless specific exemptions apply, the Contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices unless the Contractor or its subcontractors notify the Liaison in writing within five (5) business days that there is a bona fide dispute between the Contractor or its subcontractor and claimant, in which case the Contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.

Disputed late payments are subject to investigation by the City of Oakland Liaison, Division of Contracts and Compliance upon the filing of a complaint. Contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If Contractor or its subcontractor fails or refuses to deposit security, the City will withhold an amount sufficient to cover the claim from the next Contractor progress payment. The City, upon a determination that an undisputed invoice or payment is late, will release security deposits or withholds directly to claimants for valid claims.

Contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment.   Contractor and its subcontractors shall be required to pass on to and pay subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, Contractor and its subcontractors, are required to file notice with the City of release of retention and payment of mobilization fees, within five (5) business days of such payment or release; and, Contractor is required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City. The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

If any amount due by a prime contractor or subcontractor to any claimant for goods and/or services rendered in connection with a purchase contract is not timely paid in accordance the Prompt Payment ordinance, the prime Contractor or subcontractor shall owe and pay to the claimant interest penalty in the amount of ten percent (10%) of the improperly withheld amount per year for every month that payment is not made, provided the claimant agrees to release the prime contractor or subcontractor from any and all further interest penalty that may be claimed or collected on the amount paid. Claimants that receive interest payments for late payment Prompt Payment ordinance may not seek further interest penalties on the same late payment in law or equity.

Contractor and its subcontractors shall include the same or similar provisions as those set forth above in this section in any contract with another contractor or subcontractor that delivers goods and/or services pursuant to or in connection with this City of Oakland purchase contract.

Prompt Payment invoice and claim forms are available at the following City of Oakland website: https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules or at Contracts and Compliance, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandca.gov.

12. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Purchasing Department if it's Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

13. Dispute Disclosure

Contractors are required to disclose pending disputes with the City of Oakland when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

14. Border Wall Ordinance

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code (Ordinance 13459 C.M.S, passed November 28, 2017) and effective immediately upon adoption. The purpose of the ordinance is to mandate and direct the City Administrator- in instances where there is no significant additional cost, to be defined in regulations, or conflict with law- to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S.-

Mexico border wall; The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network

or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment or information technology or cloud- based technology or services, to construction of the a wall along any part of the United States – Mexico border.

All vendors seeking to do business with the City of Oakland must are complete and sign "Schedule W" as a statement of compliance with Ordinance 13459 C.M.S.

15.   Sanctuary City Contracting and Investment Ordinance

Ordinance N.O. 13540 CMS was adopted by the Oakland City Council on June 4th, 2019 and prohibits the City from contracting with any person or entity that provides the United States Immigration and Customs Enforcement (ICE) services or goods for data collection or with the United States Customs and Border Protection (CBP) Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to support immigration detention facilities. These contractors are not to be used unless the City Council makes a specific determination that no reasonable alternative exists. The ordinance also prohibits the City from investing in any of these companies and requires the City to include notice of these prohibitions in any Requests for Proposals (RFPs), Requests for Qualifications (RFQs), and any construction or other contracting bids. The ordinance also requires that the City provide an annual report to the Privacy Advisory Commission on its enforcement.

City of Oakland Department of Violence Prevention

Surveillance Impact Report: Apricot 360

The Department of Violence Prevention (DVP) was established in 2019 with a mandate to reduce levels of gun violence, intimate partner violence, commercial sexual exploitation, family trauma associated with unsolved homicides, and community trauma associated with ongoing violence in Oakland. The DVP applies a public health approach to violence prevention and intervention efforts that focuses resources on people, neighborhoods, and times of day that are most likely to be impacted by violence. The department also applies different prevention and intervention strategies based on whether individuals are exposed to violence, at risk for violence, or at the center of violence. In Fiscal Year 2022-23, the DVP will distribute $20 million in funding to community-based organizations in Oakland that deliver prevention and intervention services in the areas of group and gun violence, gender-based violence, and community healing. The DVP also provides direct services in the areas of adult life coaching, violence interruption, and shooting and homicide response. Since 2006, the DVP (formerly Oakland Unite) has collected data on individual- and group-level service delivery, as well as contract management, through the Cityspan data management system. Due to an expanding breadth of services, the DVP and its contracted service providers now require a more sophisticated data management system. The DVP is seeking to contract with Social Solutions Global, Inc. to procure Apricot 360 for this purpose.

A. Description

Social Solutions Global Inc.'s Apricot 360 data management system is the leading cloud software provider for public sector and nonprofit social service organizations. It allows organizations to collect a range of information to facilitate high-quality case management services, and it provides advanced analytics and reporting of collected data through dynamic dashboards. It allows providers to synchronize and manage many programs from the same platform, it allows for easy communication between providers and with clients, and it includes a variety of features that help providers complete their work, such as standardized workflows to ensure key steps are not missed, alerts for missing or incomplete data, mobile data entry capabilities, mechanisms for referring clients to outside agencies, and dashboards that relay organization and client updates to staff in real time. Apricot 360 offers integration capabilities with other data management systems and technology platforms to avoid redundancy in data entry for community-based organizations that use other data management solutions. These are one-way integrations that allow data to enter the Apricot system but do not allow data to be extracted. Apricot 360 also allows organizations to store documents and manage all processes related to contract management, including regular invoicing and tracking of deliverables.

B. Purpose

The purpose of this data management system is for the DVP and its contracted providers to track service delivery methods and outcomes for individuals and groups of individuals engaged in services related to group and gun violence, gender-based violence, and community healing. The data management system will be used by direct service staff to track engagement, milestones, and outcomes for individual clients as well as attendance, duration, and content of group services. Supervisory staff within contracted organizations and within the DVP will use the system to ensure that direct service staff are engaging clients with the expected frequency and delivering services appropriately to facilitate behavior change. The DVP's data and evaluation team will use the data management system to monitor aggregate service

delivery and outcome data across each strategy, track the completion of grantee deliverables, and identify challenges with program implementation that require remediation. The DVP's contract staff will use the system to store contract documents, communicate with grantees about contract questions, track budget spenddown, and receive and process invoices based on completion of deliverables. Finally, service delivery and outcomes data will be available to external evaluators contracted by the DVP to conduct an evaluation of programs and services; these data will be identifiable only if clients have previously signed a consent form agreeing to the release of their identifiable data.

C. Location

Apricot 360 is a cloud-based system that will be accessed via the internet by program staff within the DVP and DVP-funded organizations. Clients served by the data management system will primarily reside in Oakland, CA.

D. Impact

The aggregation of demographic, service delivery, and outcome data on individual clients receiving services through the DVP or DVP-funded organizations in a single data management system poses the following potential risks:

- Data breach: A staff member could accidentally or purposefully download and share client data with unauthorized users, compromising client privacy. Alternatively, a third party could hack into the data management system to access records without authorization.
- Subpoena or public records request: The DVP could be required by law to release individual client records to an outside agency, compromising client privacy.

In a situation where individual data were released to a law enforcement agency, it is possible that the data could be used to support legal allegations regarding an individual being involved in violent activity due to the individual's enrollment in violence prevention or intervention services.

E. Mitigations

The DVP will take special care to ensure that data are only accessed on a need-to-know and right-to-know basis, meaning that staff from the DVP and DVP-funded organizations will only access information within the data management system that is essential to their job function. Apricot 360 allows administrators to restrict staff access to client records and individual fields within client records based on the staff member's pre-determined access requirements. For example, a case manager within a given DVP-funded organization will only have access to service delivery records for clients served by the case manager's organization; the case manager will not have access to service delivery records for clients being served by other organizations. Only staff within the DVP's Data and Evaluation Unit (currently two staff members) will have access to all data across providers (including individual-level client data) to allow for quality assurance reviews and technical assistance. Other administrative staff within the DVP and DVP-funded organizations will only have access to aggregate service delivery data in order to observe overall trends and progress towards meeting contract deliverables.

To prevent against data breaches, either intentional or unintentional, staff within the DVP's Data and Evaluation Unit will extensively train all staff within the DVP and DVP-funded organizations in proper usage of the Apricot 360 system prior to granting access. For more information on this training, please see the DVP's *Surveillance Technology Use Policy*.

In situations when the DVP receives a subpoena or public records request pertaining to data in the Apricot 360 system, the DVP will first consult with the City Attorney's Office regarding the DVP's obligation to provide the requested data. If the City Attorney's Office confirms that data must be provided, the DVP will work closely with the City Attorney's Office to redact all personally identifiable information (PII) to maintain client privacy. Additionally, clients will be notified in advance of their data being shared in these very rare, unanticipated circumstances.

Hacking attempts will be prevented through strict data security measures that are discussed further under *Data Security* and in **Appendix A**.

The DVP will retain PII on clients engaged in DVP-funded services for three years following service completion to ensure that data are available for impact evaluations conducted by external evaluators, which can last for up to 3 years following service delivery. At the end of three years, PII will be deleted and anonymous service delivery data will be retained for an additional four years to allow the DVP to monitor trends in service delivery over time. At the conclusion of seven years, all data for an individual will be permanently deleted from the Apricot 360 system.

F. Data Types and Sources

Table 1 presents an overview of service delivery and outcome data that will be collected through the data management system. **Table 2** provides an overview of the data management system's functionality pertaining to contract management, data visualization and extraction, and data management.

Table 1. Service delivery and outcome data collected through the data management system.

Category	Service delivery and outcome data
Individual service delivery	- Date, method, and result of outreach attempts - Client name and contact information - Client demographic information (e.g. age, race, gender, education, language spoken at home) - Client's current education, employment, and housing information - Risk and protective factor assessment results - Program referral, intake, and exit information - Individual flags to identify unique features of clients - Information about important people (contact information and affiliation for family members, spouses, close friends, probation or parole officer, etc.) - Date, duration, and method of all communication involving client (including communication *about* client with important person or other service provider) - Date, location, type, and duration of all activities involving client - Date, amount, and purpose of financial incentives received - Client outcomes (e.g. obtained GED, completed probation) - Case plan goals, actions, start dates, and completion dates - Date and status of referrals made to other service providers
Group services	- Date, location, and duration of service - Number of clients and/or community members engaged - Number of staff members present - Other metrics based on event (e.g. number of meals distributed)

Category	Service delivery and outcome data
Crisis response	- Date, time, sender, and recipient of crisis notifications to staff - Date, time, and name of individual responding to the scene or hospital - Victim name and demographics - Incident type (e.g. group/network involved, domestic violence), homicide status, and level of retaliation - Dates, person responsible, and notes on the following categories of response: relocation, mediation, peer outreach, family outreach, and community outreach

Table 2. Data management system functionality pertaining to contract management, data visualization and extraction, and data management.

Category	Functionality requirement
Contract management	- Store documents like scope of work, city council resolution, etc. for reference - Display contract budget and show amount remaining in each budget category based on invoices submitted - Allow for invoice submission, approval, and reminders - Allow for communication between DVP staff and CBO staff
Data visualization and extraction	- Download raw data in Excel files and customize file downloads to specify fields included, date ranges, etc. - Within the data management system, display easy-to-understand graphs and charts of service or contract data that are relevant to each individual staff member - Customize and generate reports for CBOs or program strategies that present results in comparison to predetermined metrics or deliverables
System and data management	- Display or hide specific data fields based on staff credentials - Flag and prompt a correction for missing or incomplete data - Retain historical data entries (e.g. prior program enrollments for clients) - Store consent forms, sign-in sheets, and other scanned documents - Provide mobile database access that allows staff to easily record data in the field (e.g. crime scene response) - Provide a high level of privacy security that complies with the Health Insurance Portability and Accountability Act (HIPAA) - Issue reminders for staff regarding upcoming tasks or inactive clients - Identify and merge duplicate client records - Allow for staff to make service referrals for clients to other providers, both contracted by the DVP and not contracted by the DVP

G. Data Security

The Apricot 360 system has comprehensive measures in place to maintain data privacy and security. Information about Apricot's security and hosting is attached as **Attachment A,** which states the following: "Social Solutions' office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current HUD Domestic Violence, HMIS, and Social Security Administration data management and security protocols, FedRAMP ready, as well as minimum required FERPA and HIPAA standards." In addition, **Attachment A** states that Apricot 360 uses

"state-of-the art equipment and technology to safeguard the confidential nature of data. Data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Users access Apricot® software web application servers via secure HTTPS connection."

H. Fiscal Cost

The development of a custom data management system and annual licensing and technical support fees provided by Social Solutions Global Inc. for five years is $533,056. Funding allocations by fiscal year are outlined in **Table 3**.

Table 3. Budget allocation for Apricot 360 data management system by fiscal year and funding source.

Fiscal year	Description of fees	Funding from Measure Z	Funding from General Purpose Fund or DVP grants	Total amount
2022-2023	Custom system development and implementation	$70,000	$1,000	$71,000
	Annual licenses and training/technical support	$0	$49,014	$49,014
2023-2024	Annual licenses and training/technical support	$70,000	$28,028	$98,028
2024-2025*	Annual licenses and training/technical support	$70,000	$28,028	$98,028
2025-2026*	Annual licenses and training/technical support	$70,000	$30,969	$100,969
2026-2027*	Annual licenses and training/technical support	$70,000	$36,017	$106,017
TBD	Contingency for system development or additional annual licenses	$0	$10,000	$10,000
Total		**$350,000**	**$183,056**	**$533,056**

*Funding allocations in these fiscal years are based on the assumption that Measure Z funding will be reauthorized. If Measure Z is not reauthorized, the DVP will use grant funding or money from the General Purpose Fund to cover the Measure Z allocations.

I. Third Party Dependence

Data collected through Apricot 360 would be stored on Social Solutions Global Inc.'s cloud-based server.

J. Alternatives

One alternative to adopting a contract with Social Solutions Global, Inc. would be to continue using the data management system provided by Cityspan. This would severely limit the DVP's ability to conduct process and outcome evaluations related to DVP-funded services, and it would limit the system's utility for direct service staff in supporting service delivery to clients. Functions that are not currently possible in Cityspan are outlined below in **Table 4.**

Table 4. Data management system functions that are not possible using Cityspan.

Category	Function
Individual service delivery	▪ Track outreach efforts with potential clients prior to enrollment, including date, method, and result of each contact ▪ Track multiple program enrollments for a single client ▪ Allow staff to make program or service referrals for clients to outside organizations and track referral acceptance ▪ Flag clients who are inactive and require follow-up ▪ Detect and resolve duplicate client entries ▪ Track client progress on individual life map goals
Crisis response	▪ Automatically notify staff of shooting and homicide incidents that require a response ▪ Track data on deployment, assessment, and response activities ▪ Allow for mobile data entry in the field ▪ Allow for communication within the system between members of the response team to coordinate activities
System and data management	▪ Modify data system fields or functions (done by DVP staff) ▪ Download raw service delivery data at the client level rather than the provider level for internal analysis ▪ Flag and prompt the correction of missing or incomplete data ▪ Present up-to-date data to DVP staff and grantees through visually-appealing dashboards ▪ Allow for automated communication between other grantee data management systems & the DVP's data management system ▪ Allow for staff to make service referrals for clients to other providers, both contracted by the DVP and not contracted by the DVP

Another alternative to adopting a contract with Social Solutions Global, Inc. would be to select a different vendor to develop a new data management system for the DVP and provide ongoing user licenses, hosting, and technical assistance. **Table 5** provides cost information from two comparison quotes that the DVP solicited from Salesforce and Microsoft Corporation pertaining to the requested data management services.

Table 5. Proposal costs from three vendors that meet the DVP's data management system requirements.

Vendor	Location of company headquarters	Average annual license and technical assistance cost	One-time development cost	Contingency cost	Total contract amount
Social Solutions	Austin, Texas	$90,411	$71,000	$10,000	$533,056
Salesforce	San Francisco, California	$58,548	$173,700	$10,000	$476,440
Microsoft Corporation	Redmond, Washington	$9,300	$1,053,000	$10,000	$1,099,500

As demonstrated in Table 5, the proposal from Social Solutions is $56,616 greater than the proposal from Salesforce, which equates to $11,323 per year. However, the maintenance and administration of a Salesforce system requires very specialized training that would likely require the DVP to hire an additional staff person or contract with a Salesforce consultant on an ongoing basis, which would significantly increase the annual costs. After reviewing demonstrations of both the Social Solutions and Salesforce systems, DVP staff felt strongly that the Apricot 360 system was significantly less complex and easier to use. Additionally, Social Solutions specializes in local government, non-profits, and social services, while Salesforce does not. The proposal submitted by Microsoft Corporation was excessive in terms of cost and therefore not considered a viable alternative.

K. Track Record

Social Solutions Global Inc. already contracts with a number of similar social service agencies, including the Oakland Unified School District, the City of Stockton's Office of Violence Prevention, the City of Los Angeles Mayor's Office of Gang Reduction and Youth Development (GRYD), Roca, Inc. (a nationally-renowned violence intervention agency located in Boston, MA), and five organizations currently funded by the DVP. Social Solutions also received a strong endorsement from Empower Tehama, a service provider based in Northern California that provides services similar to the DVP, during a reference check conducted by DVP staff.

Additionally, Social Solutions Global, Inc. estimates that the implementation of their data management system saves approximately 35% time on data entry, 75% time on reporting, and 25% time on reconciling data integrity issues.

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Apricot® uses user names and passwords to prevent unauthorized access and to restrict user access within the application. Each unique user account is assigned access to programs and permission sets to restrict access to data and features in the system. Customer data is housed in two locations (U.S. and Canada) based on the location of the client. Data is stored using redundant AWS hardware technologies, SSG fault tolerant software, and journaling file systems.

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Our SOC2 Type 2 (SSAE18) report is a comprehensive document that describes Social Solutions security controls in the domains of Administrative, Physical, and Technical security. Apricot is certified SOC 2 Type II compliant. SSG security controls are reviewed by independent external auditors during audits for our SOC compliance.

Amazon Web Services (AWS) Server Security

Each of our servers is individually governed by a system that is designed to prevent unexpected Internet data from being processed by our server software. IDS, virus scanning, automated system checks, and remote logging guard against unauthorized access. AWS implements electronic surveillance and multi-factor access control systems to secure its data centers. Data centers are staffed 24x7 by trained security guards, and access must be strictly authorized. Multiple availability zones allow Apricot to remain resilient in the face of most failure modes, including natural disasters or system failures[1]. In case of a disaster in our main AWS region, Social Solutions will have Apricot up and running between 24-48 hours in a backup AWS region.

REDUNDANT INFRASTRUCTURE AND BACKUPS

- ✔ 24/7/365 monitoring of uptime across the infrastructure
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- ✔ Uninterrupted power supply to reduce possible service outages

RETENTION POLICY

- ✔ Keep daily backups for 12 months

Compliance

The AWS cloud infrastructure has been designed and managed by Amazon.com[2]. AWS adheres to:

- ✔ SOC 1/SSAE 16/ISAE 3402 (formerly SAS70)   ✔ SOC 2   ✔ SOC 3   ✔ PCI DSS Level 1   ✔ ISO 270012

1 For additional information visit: https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf

2 For additional information visit: https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf

Social Solutions

City of Oakland Department of Violence Prevention

Surveillance Technology Use Policy: Apricot 360

The Department of Violence Prevention (DVP) was established in 2019 with a mandate to reduce levels of gun violence, intimate partner violence, commercial sexual exploitation, family trauma associated with unsolved homicides, and community trauma associated with ongoing violence in Oakland. The DVP applies a public health approach to violence prevention and intervention efforts that focuses resources on people, neighborhoods, and times of day that are most likely to be impacted by violence. The department also applies different prevention and intervention strategies based on whether individuals are exposed to violence, at risk for violence, or at the center of violence. In Fiscal Year 2022-23, the DVP will distribute $20 million in funding to community-based organizations in Oakland that deliver prevention and intervention services in the areas of group and gun violence, gender-based violence, and community healing. The DVP also provides direct services in the areas of adult life coaching, violence interruption, and shooting and homicide response.

A. Purpose

The purpose of the Apricot 360 data management system, developed by Social Solutions Global, Inc., is for the DVP and its contracted providers to track service delivery methods and outcomes for individuals and groups of individuals engaged in services related to group and gun violence, gender-based violence, and community healing, as well as to manage contracts between the DVP and funded organizations. The data management system will be used by direct service staff to track engagement, milestones, and outcomes for individual clients as well as attendance, duration, and content of group services. Supervisory staff within contracted organizations and within the DVP will use the system to ensure that direct service staff are engaging clients with the expected frequency and delivering services appropriately to facilitate behavior change. Staff within the DVP's Data and Evaluation Unit will use the data management system to monitor aggregate service delivery and outcome data across each strategy, track the completion of grantee deliverables, and identify challenges with program implementation that require remediation. The DVP's contract staff will use the system to store contract documents, communicate with grantees about contract questions, track budget spenddown, and receive and process invoices based on completion of deliverables. Finally, service delivery and outcomes data will be available to external evaluators contracted by the DVP to conduct an evaluation of programs and services; these data will be identifiable only if clients have previously signed a consent form agreeing to the release of their identifiable data.

B. Authorized Use

All data will be accessed on a need-to-know and right-to-know basis, meaning that individuals will only be able to access information within the data management system that is essential to their job function. Categories of data management system usage are described below.

- **Service delivery:** Direct service staff and supervision staff will use the data management system to track information on client contacts, progress towards milestones, accomplishments, referrals, and other aspects of service delivery. The system will track tasks related to service delivery and present summarized data on clients served though dashboards that are helpful to staff who are directly responsible for service delivery to clients.

- **Contract management:** DVP program officers will use aggregate data entered into the data management system to ensure that providers are delivering services as outlined in their scopes of work and meeting contract deliverables. Program officers will also use the system to manage grant budgets, budget and scope modifications, invoicing and payments, and communication with grantees about contracts.

- **Internal evaluation:** DVP staff in the Data and Evaluation Unit will use data from the system to ensure that the department is serving the correct target population, that services are being delivered as expected, and that summarized service delivery data are available to a range of external stakeholders, including councilmembers, committee members, grantors, and the public.

- **External evaluation:** External evaluators contracted by the DVP or City Administrator's Office will use the data from the data management system to evaluate the effectiveness of services delivered by the DVP or DVP-funded agencies. Evaluators will seek and receive Institutional Review Board (IRB) approval prior to commencing any research activities. Once IRB approval is obtained, evaluators will only have access to personally identifiable information (PII) of individuals who sign a consent form agreeing to have their data be shared with a third-party evaluator. For clients who do not sign a consent form, data from the data management system will only be provided without PII or in aggregate form.

C. Data Collection

Data will be collected by direct service staff with the DVP and DVP-funded agencies. Prior to enrollment in services, individuals will complete consent forms pertaining to general storage of their information in the data management system and, separately, potential use of their data by a third-party evaluator. Direct service staff will then enter in data provided by participants or related to participant interactions with the staff member into the data management system in accordance with the signed consent forms.

Table 1 presents an overview of service delivery and outcome data that will be collected through the data management system. **Table 2** provides an overview of the data management system's functionality pertaining to contract management, data visualization and extraction, and data management.

Table 1. Service delivery and outcome data collected through the data management system.

Category	Service delivery and outcome data
Individual service delivery	- Date, method, and result of outreach attempts - Client name and contact information - Client demographic information (e.g. age, race, gender, education, language spoken at home) - Client's current education, employment, and housing information - Risk and protective factor assessment results - Program referral, intake, and exit information - Individual flags to identify unique features of clients - Information about important people (contact information and affiliation for family members, spouses, close friends, probation or parole officer, etc.)

Category	Service delivery and outcome data
	- Date, duration, and method of all communication involving client (including communication *about* client with important person or other service provider) - Date, location, type, and duration of all activities involving client - Date, amount, and purpose of financial incentives received - Client outcomes (e.g. obtained GED, completed probation) - Case plan goals, actions, start dates, and completion dates - Date and status of referrals made to other service providers
Group services	- Date, location, and duration of service - Number of clients and/or community members engaged - Number of staff members present - Other metrics based on event (e.g. number of meals distributed)
Crisis response	- Date, time, sender, and recipient of crisis notifications to staff - Date, time, and name of individual responding to the scene or hospital - Victim name and demographics - Incident type (e.g. group/network involved, domestic violence), homicide status, and level of retaliation - Dates, person responsible, and notes on the following categories of response: relocation, mediation, peer outreach, family outreach, and community outreach

Table 2. Data management system functionality pertaining to contract management, data visualization and extraction, and data management.

Category	Functionality requirement
Contract management	- Store documents like scope of work, city council resolution, etc. for reference - Display contract budget and show amount remaining in each budget category based on invoices submitted - Allow for invoice submission, approval, and reminders - Allow for communication between DVP staff and CBO staff
Data visualization and extraction	- Download raw data in Excel files and customize file downloads to specify fields included, date ranges, etc. - Within the data management system, display easy-to-understand graphs and charts of service or contract data that are relevant to each individual staff member - Customize and generate reports for CBOs or program strategies that present results in comparison to predetermined metrics or deliverables
System and data management	- Display or hide specific data fields based on staff credentials - Flag and prompt a correction for missing or incomplete data - Retain historical data entries (e.g. prior program enrollments for clients) - Store consent forms, sign-in sheets, and other scanned documents - Provide mobile database access that allows staff to easily record data in the field (e.g. crime scene response) - Provide a high level of privacy security that complies with the Health Insurance Portability and Accountability Act (HIPAA) - Issue reminders for staff regarding upcoming tasks or inactive clients

Category	Functionality requirement
	- Identify and merge duplicate client records - Allow for staff to make service referrals for clients to other providers, both contracted by the DVP and not contracted by the DVP

D. Data Access

The DVP will take special care to ensure that data are only accessed on a need-to-know and right-to-know basis, meaning that staff will only be able to access information within Apricot 360 that is essential to their job function. Apricot 360 allows administrators to restrict access to client records and individual fields within client records for staff members based on their pre-determined access requirements. For example, a case manager within a given DVP-funded organization will only have access to service delivery records for clients served by the case manager's organization; the case manager will not have access to service delivery records for clients being served by other organizations. Only staff within the DVP's Data and Evaluation Unit (currently two staff members) will have access to all data across providers (including individual-level client data) to allow for quality assurance reviews and technical assistance. Other administrative staff within the DVP and DVP-funded organizations will only have access to aggregate service delivery data in order to observe overall trends and progress towards meeting contract deliverables. Unauthorized use of the system by any staff person with any level of access will lead to disciplinary action, which could include termination of a service provider's grant agreement and cessation of funding and, with respect to City employees, discipline up to and including termination.

E. Data Protection

The Apricot 360 system has comprehensive measures in place to maintain data privacy and security. Information about Apricot's security and hosting is attached as **Attachment A,** which states the following: "Social Solutions' office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current HUD Domestic Violence, HMIS, and Social Security Administration data management and security protocols, as well as minimum required FERPA and HIPAA standards." In addition, Attachment A states that Apricot 360 uses "state-of-the art equipment and technology to safeguard the confidential nature of data. Data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Users access Apricot® software web application servers via secure HTTPS connection."

F. Data Retention

The DVP will retain PII on clients engaged in DVP-funded services for three years following service completion to ensure that data are available for evaluations conducted by external evaluators, which can last for up to 3 years following service delivery. At the end of three years, PII will be deleted and anonymous service delivery data will be retained for an additional four years to allow the DVP to monitor trends in service delivery over time. At the conclusion of seven years, all data for an individual will be permanently deleted from the Apricot 360 system.

G. Public Access

There will be absolutely no public access to raw data in this system. As with any government record, a member of the public may submit a Public Records Act Request, but only aggregate data with no PII would be released subject to any applicable federal, state, and local privacy and/or confidentiality laws.

Aggregated data from this system (e.g. how many individuals were served in a specific strategy during a specific year) will be available in the evaluation reports and may be available in tables, charts, or dashboards in public documents or through the DVP's public website.

H. Third Party Data Sharing

No other city departments will have access to this data. An external evaluator contracted by the DVP or the City Administrator's Office will use the data in this system for evaluation purposes to examine the effectiveness of programs. They will only have access to the individual-level data for individuals who sign a consent form allowing their data to be shared with a third-party evaluator. For clients who do not sign a consent form, data will only be provided to a third-party evaluator without individual identifiers or in aggregate form.

I. Training

Staff within the DVP's Data and Evaluation Unit will attend the Apricot 360 Train-the-Trainer and Custom End User training sessions, which will review the data management system's configuration and review tips and tricks for training end users. In addition, DVP staff will have access to the Apricot Basic Training package, which includes unlimited access to the following:

- Live Apricot Setup Webinar
- Live Apricot Insights Webinar
- Administrative Video Library
- End User Training Library

Using these tools, staff within the DVP's Data and Evaluation Unit will train internal DVP staff and staff from DVP-funded organizations on how to use the new data system. This will include general trainings, trainings specific to staff members' strategy and sub-strategy areas, and ongoing options for one-on-one training, support, and technical assistance. All trainings will specify appropriate usage of the system pertaining to data privacy and consequences of inappropriate system usage, which could include termination of a service provider's grant agreement and cessation of funding and, with respect to City employees, discipline up to and including termination.

J. Auditing and Oversight

The DVP's Budget and Grants Administrator will be responsible for ensuring that the Surveillance Use Policy is followed by internal DVP staff and staff from DVP-funded organizations. All actions in the system (add, edit, delete, view, etc.) are accessible through audit log reporting built into the system for administrator monitoring. The DVP's Budget and Grants Administrator will review audit logs on a monthly basis to ensure appropriate system usage by all users. Any indication of inappropriate system usage will be thoroughly investigated by the DVP in consultation with the City Attorney's Office. Inappropriate system usage could result in termination of a service provider's grant agreement and cessation of funding and, with respect to City employees, discipline up to and including termination.

K. Maintenance

Social Solutions Global Inc.'s security mechanisms and procedures are built on the Soc2 Type II Framework with HIPAA amendment and audited by third-party security experts annually for meeting best-in-class technical safeguards, processes, policies, and procedures. Social Solutions Global Inc. has an extensive cloud security team led by their Chief Information Security Officer that uses a broad set of tools for monitoring security, vulnerability, integrity, uptime, and more across over 19,000 customers. A complete copy of Social Solutions Global Inc.'s Soc2 Type II has been shared with City of Oakland staff who have signed a non-disclosure agreement, including staff from the DVP's Data and Evaluation Unit and the Information Technology Department.

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