



## Privacy Advisory Commission

July 12, 2022 5:00 PM

Teleconference

### *Special Meeting Agenda*

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**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*

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*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/85817209915>

Or iPhone one-tap:

US: +16699009128, 85817209915# or +13462487799, 85817209915#

Or Telephone:

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US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656

Webinar ID: 858 1720 9915

International numbers available: <https://us02web.zoom.us/j/85817209915>

#### **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

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**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.

**Apricot 360 Use Policy – VERSION A**  
**City of Oakland Department of Violence Prevention**

The Department of Violence Prevention (DVP) formed in 2020 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. Each fiscal year, the DVP distributes millions of dollars in funding to community-based organizations (CBOs) 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 Apricot 360 data management system (Apricot 360), developed by Bonterra (formerly Social Solutions Global, Inc.), will enable the DVP and its contracted CBOs to track information related to service delivery and contract management in the DVP's three strategy areas of group and gun violence, gender-based violence, and community healing. Apricot 360 will be used by direct service staff within the DVP and CBOs to track client enrollment, service engagement, milestones, and outcomes for individual services as well as attendance, duration, and content of group services. Supervisory staff within the DVP and CBOs 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 staff will use Apricot 360 to monitor service delivery and outcome data across each strategy, oversee the activities and deliverables of individual CBOs to ensure alignment with scopes of work and service models, and identify challenges with service delivery that require remediation. Fiscal and contract staff within the DVP and CBOs will use the system to store contract documents, communicate about contract questions, track budget spenddown, and process invoices based on completion of deliverables. Finally, service delivery and outcome data collected through Apricot 360 will be available to external evaluators contracted by the City of Oakland to conduct an evaluation of DVP programs and services.

**B. Authorized Use**

Data stored in Apricot 360 will be accessed on a need-to-know and right-to-know basis, meaning that DVP and CBO staff members will only have to access information that is essential to their job function. Categories of Apricot 360 system usage are described below.

- **Service delivery:** Direct service and supervision staff employed by the DVP and contracted CBOs will use Apricot 360 to track information on client enrollment, contacts, progress towards milestones, accomplishments, referrals, and other aspects of service delivery. The system will identify upcoming staff member tasks related to service delivery and present summarized data on clients served through dashboards that are helpful to staff. Direct service staff include individuals such as case managers and life coaches who work directly with clients to deliver services or programming. Supervision staff are supervisors of direct service staff.

- **Violent incident crisis response coordination:** Violence interrupters employed through the DVP and contracted CBOs will receive information about shootings and homicides through Apricot 360 and enter information pertaining to their response. Select staff members within the DVP who coordinate the 24/7 response to shootings and homicides will review data entered by contracted CBOs pertaining to shooting and homicide response activities to ensure that victims and family members receive timely, comprehensive, and coordinated support services. These staff members will also use Apricot 360 to monitor and coordinate violence interruption activities to prevent retaliation.
- **Program monitoring and accountability:** DVP data and evaluation staff will use aggregate service delivery data to monitor trends in service delivery within activities and substrategies and ensure that summarized service delivery data are available to a range of external stakeholders, including councilmembers, committee members, grantors, and the public. DVP data and evaluation staff will also review individual-level client data within the group and gun violence strategy to determine how many clients are enrolled in multiple services, ensure that clients are not simultaneously enrolled in the same service through different providers, and ensure that services delivered to individual clients meet DVP expectations in terms of quality, frequency, duration, and reach.
- **Contract management:** Fiscal and contract staff employed by the DVP and contracted CBOs will use the system to manage grant budgets, monitor contract deliverables, process budget modifications and payments, and communicate about contracts.
- **External evaluation:** External evaluators contracted by the City of Oakland will use data from Apricot 360 to evaluate the effectiveness of services delivered by the DVP and contracted CBOs. Evaluators will seek and receive institutional review board (IRB) approval prior to commencing research activities. Once IRB approval is obtained, evaluators will only have access to personally-identifiable information for individuals who have signed a consent form agreeing to have their identifiable data shared with a third-party evaluator. For clients who do not sign a consent form, evaluators will receive deidentified or aggregate data.

### C. Data Collection

Service delivery data will be entered into Apricot 360 by direct service staff employed by the DVP and contracted CBOs. For each activity funded through the DVP's three strategies, **Tables 1-3** identify which data entry forms will be completed. **Table 4** provides an overview of the types of data collected through each form.

**Table 1. Data entry forms completed in Apricot 360 for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Employment & Education Support Services	Adult employment & education services	x		x				x		x	x			
	Youth job exploration & education services	x		x				x		x	x			
School Site Violence Intervention & Prevention Teams	Community healing			x										
	Gender-based violence: Individual-level services						x			x				
	Gender-based violence: Group services			x										
	Violence interruption									x				x
Violent incident crisis response	Youth life coaching	x				x		x	x	x	x			
	Emergency relocation											x		
	Family support following homicide		x								x			
	Hospital intervention				x						x			
Youth Diversion and Youth & Adult Life Coaching	Violence interruption										x		x	x
	Adult life coaching	x				x		x	x	x	x			
	Housing-focused case management	x						x		x	x			
	Youth diversion: Individual-level services						x							x
	Youth diversion: Group-level services			x										
	Youth life coaching	x				x		x	x	x	x			

**Table 2. Data entry forms completed in Apricot 360 for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Drop-in center	GBV crisis line	Group activity	Life map goals and activities	Mobile advocacy	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response
Crisis response	Bedside advocacy and accompaniment						x					x		
	24-hour hotlines			x										
Housing	Emergency shelter: Hotel vouchers							x						



Substrategy	Activity	Forms completed in Apricot 360 database											
		Client record	Drop-in center	GBV crisis line	Group activity	Life map goals and activities	Mobile advocacy	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation
Wrap-Around Services	Emergency shelter: Relocation											X	
	Transitional housing							X			X		
	Employment support: Individual services	X							X		X		
	Employment support: Group services				X								
	Legal advocacy: Advice and referral							X			X		
	Legal advocacy: Case management	X							X		X		
	Life coaching	X				X			X	X	X	X	
	Safe space alternatives		X		X							X	
	Therapeutic support: Individual services	X							X		X		
Therapeutic support: Group services				X									

**Table 3. Data entry forms completed in Apricot 360 for the DVP’s community healing strategy.**

Substrategy	Forms completed in Apricot 360 database							
	Client record	Family support	Group activity	Mini grant	Outreach	Program enrollment & exit	Program service delivery	Referral to services
Restorative services			X					
Mini grants				X				
Neighborhood and community teams					X			X
Therapeutic supports: Individual-level services	X					X	X	
Therapeutic supports: Group-level services			X					
Town Nights			X					

**Table 4. Types of data collected through Apricot 360 forms.**

Form	Data fields
Client record	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Contact information*</li> <li>3. Demographic information (race, gender, education, language spoken at home)</li> <li>4. Employment status</li> <li>5. Housing status</li> <li>6. School information, if applicable</li> </ol>

Form	Data fields
	7. Names and contact information of important people, if client chooses to provide (e.g. probation officer)
Drop-in center	1. Date of visit 2. Basic demographics (age, gender, race)
Family support	1. Name of homicide victim 2. Number of individuals in family 3. Types and amount of support provided (e.g. relocation, funeral/vigil planning, VOC applications, financial) 4. Attendance at funerals/vigils
GBV crisis line	1. Time and date of call 2. Yes/No: Did call relate to GBV? 3. Basic demographic information (age, race, gender)
Group activity	1. Date, location, and duration of activity 2. Number and type (e.g. students, residents, teachers) of people in attendance 3. Type of activity (e.g. training, support group)
Mobile/bedside advocacy	1. Date and time of contact 2. Basic demographic information (age, gender, race) 3. Yes/No: Was safety plan developed?
Hospital response	1. Date and time of initial notification 2. Date and time of visits for service 3. Name and date of birth of individual visited 4. Type of support provided (e.g. VOC applications, relocation funding)
Life map goals and activities	1. Case plan goals 2. Planned and accomplished actions associated with goals 3. Start dates, completion dates, and current progress 4. Date and amount of financial incentives provided for completion of life map goals
Mini grant	1. Grant amount, term, and recipient 2. Activities planned with grant 3. Number of people served through grant
Non-program service delivery	1. Name and date of birth* 2. Basic demographic information (age, gender, race) 3. Date of service provided 4. Type of service provided (e.g. housing, legal services) 5. Length of service, if applicable (e.g. length of stay in temporary housing)
Outreach	1. Name and contact information 2. Basic demographic information (age, gender, race) 3. Date, method, and outcome of all outreach attempts 4. Referral source
Program enrollment & exit	1. Date and source of referral 2. Dates of enrollment and exit 3. Type of program 4. Reason for exit
Program intake and needs assessment	1. Date of intake and needs assessment 2. Other questions will be specific to strategy or service provider
Program service delivery	1. Date, duration, method, and outcome of communication with client by service provider 2. Date and amount of financial incentives provided to client 3. Assigned staff member's name
Referral to services	1. Name and date of birth* 2. Date of referral 3. Type of service referral

Form	Data fields
	4. Name of organization referred to 5. Status of referral (e.g. sent, received, accepted, denied)
Relocation	1. Names of individuals being relocated 2. Yes/No: Was safety assessment conducted? 3. Date and types of relocation support provided 4. Date and result of request for relocation support/funding
Triangle incident response	1. Date and time of notification 2. Date and time of scene or hospital response 3. Assessment: Victim name and demographics, category of incident, homicide (yes/no), level of retaliation 4. Notes on follow-up: relocation, mediation, peer outreach, family outreach, school outreach, community outreach
Violence mediation	1. Date and time of mediation conversations 2. Names of individuals involved in conversations 3. Type of mediation: proactive vs. retaliation 4. Other people notified of conflict (e.g. family members, school administrators)

\*These fields are applicable for activities that require entry of personally-identifiable information.

For each strategy and activity, **Tables 5-7** identify whether CBOs will be expected to enter individual-level client records and personally-identifiable information (PII). For this use policy, PII refers to an individual’s full name and may also include the individual’s date of birth. In situations where individual client records are required but PII is not, agencies will be able to leave the first and last name fields blank. **Tables 5-7** also identify whether select DVP staff (described under *Data Access*) will be able to view individual-level client records and PII for purposes of data quality assurance, process evaluation, and service coordination.

**Table 5. Entry and visibility of individual-level client records and PII for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Employment & Education Support Services	Adult employment & education services	Yes	Yes	Yes
	Youth job exploration & education services	Yes	Yes	Yes
School Site Violence Intervention & Prevention Teams	Community healing	No	No	No
	Gender-based violence: Individual-level services	Yes	Provider choice	No
	Gender-based violence: Group services	No	No	No
	Violence interruption	Yes	Yes	Yes
	Youth life coaching	Yes	Yes	Yes
Violent incident crisis response	Emergency relocation	Yes	Yes	Yes
	Family support following homicide	Yes	Yes	Yes
	Hospital intervention	Yes	Yes	Yes
	Violence interruption	Yes	Yes	Yes
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	Yes	Yes	Yes
	Housing-focused case management	Yes	Yes	Yes
	Youth diversion: Individual-level services	Yes	Yes	Yes

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
	Youth diversion: Group-level services	No	No	No
	Youth life coaching	Yes	Yes	Yes

**Table 6. Entry and visibility of individual-level client records and PII for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Crisis response	Bedside advocacy and accompaniment	Yes	Provider choice	No
	24-hour hotlines	Provider choice	Provider choice	No
Housing	Emergency shelter: Hotel vouchers	Provider choice	Provider choice	No
	Emergency shelter: Relocation	Yes	Provider choice	No
	Transitional housing	Yes	Provider choice	No
Wrap-Around Services	Employment support: Individual services	Yes	Provider choice	No
	Employment support: Group services	No	No	No
	Legal advocacy: Advice and referral	Provider choice	Provider choice	No
	Legal advocacy: Case management	Yes	Provider choice	No
	Life coaching	Yes	Provider choice	No
	Safe space alternatives	Provider choice	Provider choice	No
	Therapeutic support: Individual services	Yes	Provider choice	No
	Therapeutic support: Group services	No	No	No

**Table 7. Entry and visibility of individual-level client records and PII for the DVP’s community healing strategy.**

Substrategy	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Restorative services	No	No	No
Mini grants	No	No	No
Neighborhood and community teams	Yes	Yes	No
Therapeutic supports: Individual-level services	Yes	Yes	No
Therapeutic supports: Group-level services	No	No	No
Town Nights	No	No	No

For activities that collect PII, regardless of visibility to DVP staff, CBOs will be encouraged to notify clients that their name and date of birth will be documented in Apricot 360 for purposes of effective service delivery and coordination. Clients will also be asked to sign a consent form regarding potential access to their PII by a third-party evaluator. Completion of this consent form is strongly encouraged but is not a requirement of service delivery for any strategy, and clients will be able to decline having their PII accessed by a third-party evaluator if they wish.

#### **D. Data Access**

The DVP will take special care to ensure that data within Apricot 360 are accessed on a need-to-know and right-to-know basis, meaning that staff will only be able to access information that is essential to their job function. Apricot 360 allows administrators to restrict access to individual forms, records, and fields for staff members based on their pre-determined access requirements. An overview of data access levels for categories of staff employed by the DVP and contracted CBOs is provided below:

##### **Contracted CBOs**

- **Direct service staff and supervisors** will have access to individual- and group-level service delivery data entered by members of their agency only. Direct service staff and supervisors will NOT have access to service-delivery data for clients being served by other agencies, even if they are the same clients.
- **Fiscal and contract staff** will have access to contract and fiscal documents such as budgets, scopes of work, invoices, and payments for their agency only. These staff members will also have access to aggregate service delivery data pertaining to contract deliverables, which will be automatically calculated based on data entered by direct service staff. Fiscal and contract staff will not have access to individual client records or PII.

##### **DVP**

- **Direct service staff and supervisors** will have access to individual- and group-level service delivery data entered by members of the DVP only. Direct service staff and supervisors within the DVP will NOT have access to service-delivery data for clients being served by other agencies, even if they are the same clients.
- **Violent incident crisis response coordination staff** will have access to data entered by staff within the DVP and contracted CBOs pertaining to the violence incident crisis response substrategy to ensure timely coordination of support services and violence interruption activities to prevent retaliation. This will include access to names of individuals involved in violent incident crisis response activities and services.
- **Fiscal and contract staff** will have access to contract and fiscal documents such as budgets, scopes of work, invoices, and payments for all grantees. These staff members will also have access to aggregate service delivery data pertaining to contract deliverables, which will be automatically calculated based on data entered by direct service staff. Fiscal and contract staff will not have access to individual client records or PII.

- **Data and evaluation staff within the DVP** will have access to client-level data and PII for DVP clients across all substrategies. For clients engaged by contracted CBOs, DVP data and evaluation staff will also have access to client-level data and PII for activities within the group and gun violence strategy for the purpose of identifying and remediating issues related to service delivery within or across CBOs.
- **External data and evaluation staff** employed by evaluation firms contracted by the City of Oakland will have access to PII for clients who have previously consented to having their PII shared with an external evaluator. For clients who have not consented to having their PII shared, external evaluation firms will only receive access to deidentified or aggregate service delivery data. All data shared with external evaluators will be downloaded from Apricot 360 by Bonterra technical support staff and shared via a secure file transfer method.

Unauthorized use of the system by any staff person with any level of access will lead to disciplinary action, which could include the termination of a CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

#### **E. Data Protection**

Apricot 360 has comprehensive measures in place to maintain data privacy and security. The system sits behind a firewall that extensively controls, tracks, and reports access to the system's internal infrastructure. Apricot 360 meets current U.S. Department of Housing and Urban Development (HUD) domestic violence standards, Homeless Management Information System (HMIS) standards, and Social Security Administration data management and security protocols, as well as minimum required Family Educational Rights and Privacy Act (FERPA) and HIPAA standards. Data entered into Apricot 360 are automatically encrypted while in transit between a user's computer and the system's servers, as well as while at rest. Additionally, users accessing Apricot 360 servers do so via a secure HTTPS connection. More information on privacy and security for the Apricot 360 system is included in **Attachment A**.

#### **F. Data Retention**

Agencies that collect PII for clients based on their funded activities will be required to retain the PII for three years following service completion to ensure that data are available for evaluations conducted by external evaluators, which can last for up to three years following service delivery. At the end of three years, agencies will delete PII unless exempted based on legal requirements. 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, individual-level data will be permanently deleted from Apricot 360 unless exempted due to legal requirements.

#### **G. Public Access**

There will be absolutely no public access to individual-level client data in Apricot 360. As with any government record, a member of the public may submit a Public Records Act request, but only aggregate data (no PII) would be released subject to applicable federal, state, and local privacy or confidentiality laws. If the DVP receives a request of this nature, staff will work with the City Attorney's Office to respond to the request without sharing PII. The DVP will also notify any contracted CBOs impacted by the data request as soon as reasonably possible. To date, the City of Oakland has only

received requests through the Public Records Act for aggregate-level data pertaining to its violence prevention and intervention services (e.g. how many participants were served in a year). Aggregate data from Apricot 360 will be available in evaluation reports published by third-party evaluation firms and may be shared through public tables, charts, or dashboards created by the DVP.

## **H. Third Party Data Sharing**

Outside of the DVP, DVP-funded CBOs, and evaluation firms contracted by the City of Oakland, no other agency will have access to data collected in Apricot 360. External evaluators contracted by the City of Oakland will use data in Apricot 360 to evaluate the effectiveness of funded programs. External evaluators will only have access to PII for individuals who sign a consent form allowing their PII to be shared with a third-party evaluator. For clients who do not sign a consent form allowing access to their PII, external evaluators will receive deidentified or aggregate data.

## **I. Training**

The DVP's data and evaluation staff will attend Apricot 360 train-the-trainer and custom end user training sessions, which will review Apricot 360's configuration and 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, the DVP's data and evaluation staff will train direct service staff, supervisors, and contract and fiscal staff within the DVP and contracted CBOs on how to use Apricot 360. This will include general trainings, trainings specific to substrategies and activities, 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 security as outlined in this use policy, and all trained staff members will sign a copy of the use policy indicating that they have read and understand it. Trainings will also discuss consequences of inappropriate system usage, which could include termination of a CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

Additionally, all staff within the DVP who have access to client-level data and PII entered into Apricot 360 by contracted CBOs will maintain current certifications in HIPAA and Collaborative Institutional Training Initiative (CITI) research, ethics, and compliance training.

## **J. Auditing and Oversight**

The DVP's data and evaluation staff will monitor compliance with this use policy of staff within the DVP and contracted CBOs. All actions in the system (add, edit, delete, view, etc.) are accessible through audit log reports built into the system for administrator monitoring. On a quarterly basis, the DVP's data and evaluation staff will receive these logs from Apricot 360 administrators and review them for any signs of inappropriate system usage. 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 CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

#### **K. Maintenance**

Bonterra's security mechanisms and procedures are built on the Soc2 Type II Framework with HIPAA amendment and audited by third-party security experts annually to ensure compliance with best-in-class technical safeguards, processes, policies, and procedures. Bonterra 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, and uptime across over 19,000 customers. A complete copy of Bonterra's Soc2 Type II has been shared with City of Oakland staff who have signed a non-disclosure agreement, including data and evaluation staff from the DVP and staff from the Information Technology Department.



Social Solutions Global, Inc. (“SSG”) takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions’ office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

## Data Security

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 and SSG fault tolerant software and journaling file systems.

## Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

## SOC2

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<sup>1</sup>. 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
- ✓ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
- ✓ 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<sup>2</sup>. AWS adheres to: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) SOC 2 SOC 3 PCI DSS Level 1 ISO 270012

<sup>1</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/Security/AWS\\_Security\\_Whitepaper.pdf](https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf)

<sup>2</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_Compliance\\_Quick\\_Reference.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf)

**Apricot 360 Impact Report – VERSION A**  
**City of Oakland Department of Violence Prevention**

The Department of Violence Prevention (DVP) formed 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. Each fiscal year, the DVP distributes millions of dollars in funding to community-based organizations (CBOs) 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 a division within the Human Services Department called Oakland Unite) has collected information on individual- and group-level service delivery for its funded CBOs through the Cityspan data management system. Cityspan has also been used to store contract documents and receive invoices from CBOs. Evaluation reports by Mathematica, an evaluation firm contracted by Oakland Unite to evaluate its programs and services, has consistently identified deficits in Cityspan based on interviews with grantees and first-hand evaluator experiences. Due to these findings and an expanding breadth of services offered through the DVP, the DVP and its contracted service providers require a more sophisticated data management system. The DVP is seeking to contract with Social Solutions Global, Inc. to procure the Apricot 360 data management system (Apricot 360) for this purpose.

The majority of funding for DVP programs and services comes from the Oakland Public Safety and Services Violence Act, also known as Measure Z. Measure Z requires an annual, independent program evaluation demonstrating that violence prevention and intervention strategies are progressing towards the desired outcomes. Legislation states that this evaluation will “consider whether programs and strategies are achieving reductions in violence and serving those at highest risk” and that “short-term successes and long-term desired outcomes will be considered in the program evaluations.” In order to conduct the required external evaluations of programs and services funded through Measure Z, and in order to conduct internal process evaluations of funded programs to ensure fidelity to DVP models, the DVP’s data management system must collect data on group- and individual-level services delivered by its contracted CBOs. These data are used to answer questions like the ones below, which the DVP regularly receives from stakeholders such as city councilmembers, Safety and Services Oversight Commission members, and others:

- How many individuals are the prevention/intervention programs and strategies serving? How many individuals receiving life coaching support are also receiving other services such as employment support or restorative justice programming?
- How does participation in Measure Z programs impact violence perpetration or victimization rates?
- How does participation in Measure Z programs impact outcomes such as educational attainment and/or employment?

The collection of individual-level and aggregate service delivery data is a common requirement of CBOs that receive city funding. Similar agencies that also require this as a stipulation of funding include the City of Oakland's Fund for Children and Youth, the City of San Francisco's Department of Children, Youth, and Families, and the City of Los Angeles' Mayor's Office of Gang Reduction and Youth Development (LA GRYD). Similar agencies that use Apricot 360 for service delivery data entry include the the City of Stockton's Office of Violence Prevention, LA GRYD, and, locally, the Oakland Unified School District, Communities United for Restorative Youth Justice, Covenant House, Destiny Arts Center, East Bay Asian Youth Center, Restorative Justice for Oakland Youth, Ruby's Place, and Safe Passages.

#### **A. Description**

Apricot 360 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 one-way integration capabilities with other data management systems to avoid redundancy in data entry for CBOs that use a different primary data management system. 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 Apricot 360 data management system (Apricot 360), developed by Social Solutions Global, Inc., will enable the DVP and its contracted CBOs to track information related to service delivery and contract management in the DVP's three strategy areas of group and gun violence, gender-based violence, and community healing. Apricot 360 will be used by direct service staff within the DVP and CBOs to track client enrollment, service engagement, milestones, and outcomes for individual services as well as attendance, duration, and content of group services. Supervisory staff within the DVP and CBOs 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 staff will use Apricot 360 to monitor aggregate service delivery and outcome data across each strategy, oversee the activities and deliverables of individual CBOs to ensure alignment with scopes of work and service models, and identify challenges with service delivery that require remediation. Fiscal and contract staff within the DVP and CBOs will use the system to store contract documents, communicate about contract questions, track budget spenddown, and process invoices based on completion of deliverables. Finally, service delivery and outcome data collected through Apricot 360 will be available to external evaluators contracted by the City of Oakland to conduct an evaluation of DVP programs and services.

#### **C. Location**

Apricot 360 is a cloud-based system that will be accessed via the internet by program staff within the DVP and contracted CBOs. Clients served by Apricot 360 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 and contracted CBOs 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 contracted CBOs will only access information within Apricot 360 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 CBO 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, even if they are the same clients.

To prevent against data breaches, either intentional or unintentional, the DVP's data and evaluation staff will extensively train all staff within the DVP and contracted CBOs who receive Apricot 360 licenses in proper usage of the system prior to granting system access. For more information on this training, please see the DVP's *Apricot 360 Use Policy*. The DVP's data and evaluation staff will also monitor compliance of staff within the DVP and contracted CBOs with the Apricot 360 Use Policy. All actions in the system (add, edit, delete, view, etc.) are accessible through audit log reports built into the system for administrator monitoring. On a quarterly basis, the DVP's data and evaluation staff will receive these logs from Apricot 360 administrators and review them for any signs of inappropriate system usage. 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 CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination. Hacking attempts will be prevented through strict data security measures that are discussed further under *Data Security* and in **Attachment A**.

If the DVP receives a subpoena or Public Records Act request pertaining to data in Apricot 360, 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 respond to the request without sharing clients' personally-identifiable information (PII).<sup>1</sup> The DVP will also notify any contracted CBOs impacted by the data request as soon as

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<sup>1</sup> Personally-identifiable information (PII) refers to an individual's full name and may also include the individual's date of birth.

reasonably possible. To date, the City of Oakland has only received requests through the Public Records Act for aggregate-level data pertaining to its violence prevention and intervention services (e.g. how many participants were served in a year).

CBOs that collect PII for clients based on their funded activities will be required to retain the PII for three years following service completion to ensure that data are available for evaluations conducted by external evaluators, which can last for up to three years following service delivery. At the end of three years, agencies will delete PII unless exempted based on legal requirements. 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, individual-level data will be permanently deleted from Apricot 360 unless exempted due to legal requirements.

## F. Data Types and Sources

Service delivery data will be entered into Apricot 360 by direct service staff employed by the DVP and contracted CBOs. Direct service staff include individuals such as case managers and life coaches who work directly with clients to deliver services or programming. For each activity funded through the DVP’s three strategies, **Tables 1-3** identify which data entry forms will be completed. **Table 4** provides an overview of the types of data collected through each form.

**Table 1. Data entry forms completed in Apricot 360 for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Employment & Education Support Services	Adult employment & education services	x		x				x		x	x			
	Youth job exploration & education services	x		x				x		x	x			
School Site Violence Intervention & Prevention Teams	Community healing			x										
	Gender-based violence: Individual-level services						x				x			
	Gender-based violence: Group services			x										
	Violence interruption										x			x
	Youth life coaching	x				x		x	x	x	x			
Violent incident crisis response	Emergency relocation											x		
	Family support following homicide		x								x			
	Hospital intervention				x						x			
	Violence interruption										x		x	x
Youth Diversion and	Adult life coaching	x				x		x	x	x	x			
	Housing-focused case management	x						x		x	x			

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Youth & Adult Life Coaching	Youth diversion: Individual-level services						X							X
	Youth diversion: Group-level services			X										
	Youth life coaching	X				X		X	X	X	X			

**Table 2. Data entry forms completed in Apricot 360 for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Drop-in center	GBV crisis line	Group activity	Life map goals and activities	Mobile advocacy	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response
Crisis response	Bedside advocacy and accompaniment						X					X		
	24-hour hotlines			X										
Housing	Emergency shelter: Hotel vouchers							X						
	Emergency shelter: Relocation											X		
	Transitional housing							X			X			
Wrap-Around Services	Employment support: Individual services	X							X		X			
	Employment support: Group services				X									
	Legal advocacy: Advice and referral							X			X			
	Legal advocacy: Case management	X							X		X			
	Life coaching	X				X			X	X	X	X		
	Safe space alternatives		X		X							X		
	Therapeutic support	X			X				X		X			

**Table 3. Data entry forms completed in Apricot 360 for the DVP’s community healing strategy.**

Substrategy	Forms completed in Apricot 360 database							
	Client record	Family support	Group activity	Mini grant	Outreach	Program enrollment & exit	Program service delivery	Referral to services
Restorative services			X					
Mini grants				X				
Neighborhood and community teams					X			X
Therapeutic supports: Individual-level services	X					X	X	
Therapeutic supports: Group-level services			X					
Town Nights			X					

**Table 4. Types of data collected through Apricot 360 forms.**

Form	Data fields
Client record	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Contact information</li> <li>3. Demographic information (race, gender, education, language spoken at home)</li> <li>4. Employment status</li> <li>5. Housing status</li> <li>6. School information, if applicable</li> <li>7. Names and contact information of important people, if client chooses to provide (e.g. probation officer)</li> </ol>
Drop-in center	<ol style="list-style-type: none"> <li>1. Date of visit</li> <li>2. Basic demographics (age, gender, race)</li> </ol>
Family support	<ol style="list-style-type: none"> <li>1. Name of homicide victim</li> <li>2. Number of individuals in family</li> <li>3. Types and amount of support provided (e.g. relocation, funeral/vigil planning, VOC applications, financial)</li> <li>4. Attendance at funerals/vigils</li> </ol>
GBV crisis line	<ol style="list-style-type: none"> <li>1. Time and date of call</li> <li>2. Yes/No: Did call relate to GBV?</li> <li>3. Basic demographic information (age, race, gender)</li> </ol>
Group activity	<ol style="list-style-type: none"> <li>1. Date, location, and duration of activity</li> <li>2. Number and type (e.g. students, residents, teachers) of people in attendance</li> <li>3. Type of activity (e.g. training, support group)</li> </ol>
Hospital accompaniment	<ol style="list-style-type: none"> <li>1. Date and time of visit</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Yes/No: Was safety plan developed?</li> </ol>
Hospital response	<ol style="list-style-type: none"> <li>1. Date and time of initial notification</li> <li>2. Date and time of visits for service</li> <li>3. Name and date of birth of individual visited</li> <li>4. Type of support provided (e.g. VOC applications, relocation funding)</li> </ol>
Life map goals and activities	<ol style="list-style-type: none"> <li>1. Case plan goals</li> <li>2. Planned and accomplished actions associated with goals</li> <li>3. Start dates, completion dates, and current progress</li> <li>4. Date and amount of financial incentives provided for completion of life map goals</li> </ol>
Mini grant	<ol style="list-style-type: none"> <li>1. Grant amount, term, and recipient</li> <li>2. Activities planned with grant</li> <li>3. Number of people served through grant</li> </ol>

Form	Data fields
Non-program service delivery	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date of service provided</li> <li>4. Type of service provided (e.g. housing, legal services)</li> <li>5. Length of service, if applicable (e.g. length of stay in temporary housing)</li> </ol>
Outreach	<ol style="list-style-type: none"> <li>1. Name and contact information</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date, method, and outcome of all outreach attempts</li> <li>4. Referral source</li> </ol>
Program enrollment & exit	<ol style="list-style-type: none"> <li>1. Date and source of referral</li> <li>2. Dates of enrollment and exit</li> <li>3. Type of program</li> <li>4. Reason for exit</li> </ol>
Program intake and needs assessment	<ol style="list-style-type: none"> <li>1. Date of intake and needs assessment</li> <li>2. Other questions will be specific to strategy or service provider</li> </ol>
Program service delivery	<ol style="list-style-type: none"> <li>1. Date, duration, method, and outcome of all communication with client by service provider</li> <li>2. Date and amount of financial incentives provided to client</li> <li>3. Assigned staff member's name and contact information</li> </ol>
Referral to services	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Date of referral</li> <li>3. Type of service referral</li> <li>4. Name of organization referred to</li> <li>5. Status of referral (e.g. sent, received, accepted, denied)</li> </ol>
Relocation	<ol style="list-style-type: none"> <li>1. Names of individuals being relocated</li> <li>2. Yes/No: Was safety assessment conducted?</li> <li>3. Date and types of relocation support provided</li> <li>4. Date and result of request for relocation support/funding</li> </ol>
Triangle incident response	<ol style="list-style-type: none"> <li>1. Date and time of notification</li> <li>2. Date and time of scene or hospital response</li> <li>3. Assessment: Victim name and demographics, category of incident, homicide (yes/no), level of retaliation</li> <li>4. Notes on follow-up: relocation, mediation, peer outreach, family outreach, school outreach, community outreach</li> </ol>
Violence mediation	<ol style="list-style-type: none"> <li>1. Date and time of mediation conversations</li> <li>2. Names of individuals involved in each conversation</li> <li>3. Type of mediation: proactive vs. retaliation</li> <li>4. Other people notified of conflict (e.g. family members, school administrators)</li> </ol>

\*These fields are applicable for activities that require entry of personally-identifiable information.

For each strategy and activity, **Tables 5-7** identify whether CBOs will be expected to enter individual-level client records and PII.<sup>2</sup> In situations where individual client records are required but PII is not, agencies will be able to leave the first and last name fields blank. **Tables 5-7** also identify whether select DVP staff (described in the Apricot 360 Use Policy) will be able to view individual-level client records and PII for purposes of data quality assurance, process evaluation, and service coordination.

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<sup>2</sup> Personally-identifiable information (PII) refers to an individual's full name and may also include the individual's date of birth.



**Table 5. Entry and visibility of individual-level client records and PII for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Employment & Education Support Services	Adult employment & education services	Yes	Yes	Yes
	Youth job exploration & education services	Yes	Yes	Yes
School Site Violence Intervention & Prevention Teams	Community healing	No	No	No
	Gender-based violence: Individual-level services	Yes	Provider choice	No
	Gender-based violence: Group services	No	No	No
	Violence interruption	Yes	Yes	Yes
	Youth life coaching	Yes	Yes	Yes
Violent incident crisis response	Emergency relocation	Yes	Yes	Yes
	Family support following homicide	Yes	Yes	Yes
	Hospital intervention	Yes	Yes	Yes
	Violence interruption	Yes	Yes	Yes
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	Yes	Yes	Yes
	Housing-focused case management	Yes	Yes	Yes
	Youth diversion: Individual-level services	Yes	Yes	Yes
	Youth diversion: Group-level services	No	No	No
	Youth life coaching	Yes	Yes	Yes

**Table 6. Entry and visibility of individual-level client records and PII for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Crisis response	Bedside advocacy and accompaniment	Yes	Provider choice	No
	24-hour hotlines	Provider choice	Provider choice	No
Housing	Emergency shelter: Hotel vouchers	Provider choice	Provider choice	No
	Emergency shelter: Relocation	Yes	Provider choice	No
	Transitional housing	Yes	Provider choice	No
Wrap-Around Services	Employment support: Individual services	Yes	Provider choice	No
	Employment support: Group services	No	No	No
	Legal advocacy: Advice and referral	Provider choice	Provider choice	No
	Legal advocacy: Case management	Yes	Provider choice	No
	Life coaching	Yes	Provider choice	No
	Safe space alternatives	Provider choice	Provider choice	No

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
	Therapeutic support: Individual services	Yes	Provider choice	No
	Therapeutic support: Group services	No	No	No

**Table 7. Entry and visibility of individual-level client records and PII for the DVP’s community healing strategy.**

Substrategy	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Restorative services	No	No	No
Mini grants	No	No	No
Neighborhood and community teams	Yes	Yes	No
Therapeutic supports: Individual-level services	Yes	Yes	No
Therapeutic supports: Group-level services	No	No	No
Town Nights	No	No	No

For activities that collect PII, regardless of visibility to DVP staff, CBOs will be encouraged to notify clients that their name and date of birth will be documented in Apricot 360 for purposes of effective service delivery and coordination. Clients will also be asked to sign a consent form regarding potential access to their PII by a third-party evaluator. Completion of this consent form is strongly encouraged but is not a requirement of service delivery for any strategy, and clients will be able to decline having their PII accessed by a third-party evaluator if they wish.

**Table 8** presents information on Apricot 360’s functionality pertaining to contract management, data visualization, and data management, which exceeds current functionality allowable through Cityspan.

**Table 8. Data management system functionality pertaining to contract management, data visualization and extraction, and data management.**

Category	Functionality
Contract management	<ul style="list-style-type: none"> <li>▪ Store documents like scope of work, city council resolution, etc. for reference</li> <li>▪ Display contract budget and show amount remaining in each budget category based on invoices submitted</li> <li>▪ Allow for invoice submission, approval, and notifications</li> <li>▪ Allow for communication between DVP staff and CBO staff</li> </ul>
Data visualization	<ul style="list-style-type: none"> <li>▪ Display easy-to-understand graphs and charts of service or contract data that are relevant to each staff member</li> <li>▪ Customize and generate reports for CBOs or activity categories that present results in comparison to predetermined metrics or deliverables</li> </ul>
Data management	<ul style="list-style-type: none"> <li>▪ Display or hide specific data fields based on staff credentials</li> <li>▪ Flag and prompt a correction for missing or incomplete data</li> <li>▪ Retain historical data entries (e.g. prior program enrollments for clients)</li> </ul>

Category	Functionality
	<ul style="list-style-type: none"> <li>▪ Store consent forms, sign-in sheets, and other scanned documents</li> <li>▪ Provide mobile access that allows staff to record data in the field (e.g. for violent incident crime scene response activities)</li> <li>▪ Provide a high level of data privacy and security that complies with the Health Insurance Portability and Accountability Act (HIPAA)</li> <li>▪ Issue reminders for staff regarding upcoming tasks or inactive clients</li> <li>▪ Allow staff to make service referrals for clients to other providers with client consent</li> </ul>

## G. Data Security

Apricot 360 has comprehensive measures in place to maintain data privacy and security. The system sits behind a firewall that extensively controls, tracks, and reports access to the system's internal infrastructure. Apricot 360 meets current U.S. Department of Housing and Urban Development (HUD) domestic violence standards, Homeless Management Information System (HMIS) standards, and Social Security Administration data management and security protocols, as well as minimum required Family Educational Rights and Privacy Act (FERPA) and HIPAA standards. Data entered into Apricot 360 are automatically encrypted while in transit between a user's computer and the system's servers, as well as while at rest. Additionally, users accessing Apricot 360 servers do so via a secure HTTPS connection. More information on privacy and security for the Apricot 360 system is included in **Attachment A**.

## H. Fiscal Cost

The development of a custom Apricot 360 system and annual licensing and technical support fees for five years is \$533,056. Funding allocations by fiscal year are outlined in **Table 9**.

**Table 9. Budget allocation for Apricot 360 by fiscal year and funding source.**

Fiscal year	Description of fees	Funding from Measure Z	Funding from General Purpose Fund or grants	Total amount
2022-2023	Custom system development	\$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
N/A	Contingency for system development or additional annual licenses	\$0	\$10,000	\$10,000
<b>Total</b>		<b>\$350,000</b>	<b>\$183,056</b>	<b>\$533,056</b>

\*Funding allocations are based on the assumption that Measure Z will be reauthorized. If Measure Z is not reauthorized, the DVP will use funding from grants or the General Purpose Fund to cover Measure Z allocations.

**I. Third Party Dependence**

Data collected through Apricot 360 will 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, however, and it would limit the system’s utility for direct service staff in supporting service delivery to clients. Data management system functions that are available through Apricot 360 but not through Cityspan are outlined in **Table 10**.

**Table 10. Data management system functions that are available through Apricot 360 but not through Cityspan.**

Category	Function
Individual service delivery	<ul style="list-style-type: none"> <li>▪ Track outreach efforts with potential clients prior to enrollment, including date, method, and result of each contact</li> <li>▪ Allow staff to make program or service referrals for clients to outside organizations and track referral acceptance</li> <li>▪ Flag clients who are inactive and require follow-up</li> <li>▪ Track client progress on individual life map goals</li> </ul>
Crisis response	<ul style="list-style-type: none"> <li>▪ Automatically notify staff of shooting and homicide incidents that require a response</li> <li>▪ Track data on deployment, assessment, and response activities</li> <li>▪ Allow for mobile data entry in the field</li> <li>▪ Allow for communication within the system between members of the response team to coordinate activities</li> </ul>
System and data management	<ul style="list-style-type: none"> <li>▪ Modify data system fields or functions without system administrator support</li> <li>▪ Flag and prompt the correction of missing or incomplete data</li> <li>▪ Present up-to-date data through visually-appealing dashboards</li> <li>▪ Allow for one-way integration with other data management systems</li> <li>▪ Allow staff to make service referrals for clients to other providers</li> </ul>

A second 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 11** provides cost information from comparison quotes that the DVP solicited from Salesforce and Microsoft Corporation pertaining to the requested data management services.

**Table 11. Cost proposals from two alternate 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
Salesforce	San Francisco, CA	\$58,548	\$173,700	\$10,000	\$476,440

Vendor	Location of company headquarters	Average annual license and technical assistance cost	One-time development cost	Contingency cost	Total contract amount
Microsoft Corporation	Redmond, WA	\$9,300	\$1,053,000	\$10,000	\$1,099,500

The proposal from Social Solutions Global, Inc. for Apricot 360 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 annual costs. After reviewing demonstrations of both the Apricot 360 and Salesforce systems, DVP staff felt strongly that Apricot 360 was significantly less complex and easier to use. Additionally, Social Solutions Global, Inc. specializes in providing cloud-based case management services to local government agencies, non-profit organizations, and social service providers, 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, LA GRYP, Roca, Inc. (a nationally-renowned violence intervention agency located in Boston, MA), and seven organizations currently funded by the DVP (Communities United for Restorative Youth Justice, Covenant House, Destiny Arts Center, East Bay Asian Youth Center, Restorative Justice for Oakland Youth, Ruby’s Place, and Safe Passages). Social Solutions Global, Inc. 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. 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. An independent evaluation found that use of Apricot 360 resulted in a 3% increase in funding and a 40% decrease in time spent on service delivery.

Social Solutions Global, Inc. (“SSG”) takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions’ office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

## Data Security

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 and SSG fault tolerant software and journaling file systems.

## Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

## SOC2

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<sup>1</sup>. 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
- ✓ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
- ✓ 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<sup>2</sup>. AWS adheres to: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) SOC 2 SOC 3 PCI DSS Level 1 ISO 270012

<sup>1</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/Security/AWS\\_Security\\_Whitepaper.pdf](https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf)

<sup>2</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_Compliance\\_Quick\\_Reference.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf)

**Apricot 360 Use Policy – VERSION B**  
**City of Oakland Department of Violence Prevention**

The Department of Violence Prevention (DVP) formed in 2020 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. Each fiscal year, the DVP distributes millions of dollars in funding to community-based organizations (CBOs) 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 Apricot 360 data management system (Apricot 360), developed by Bonterra (formerly Social Solutions Global, Inc.), will enable the DVP and its contracted CBOs to track information related to service delivery and contract management in the DVP's three strategy areas of group and gun violence, gender-based violence, and community healing. Apricot 360 will be used by direct service staff within the DVP and CBOs to track client enrollment, service engagement, milestones, and outcomes for individual services as well as attendance, duration, and content of group services. Supervisory staff within the DVP and CBOs 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 staff will use Apricot 360 to monitor service delivery and outcome data across each strategy, oversee the activities and deliverables of individual CBOs to ensure alignment with scopes of work and service models, and identify challenges with service delivery that require remediation. Fiscal and contract staff within the DVP and CBOs will use the system to store contract documents, communicate about contract questions, track budget spenddown, and process invoices based on completion of deliverables. Finally, service delivery and outcome data collected through Apricot 360 will be available to external evaluators contracted by the City of Oakland to conduct an evaluation of DVP programs and services.

**B. Authorized Use**

Data stored in Apricot 360 will be accessed on a need-to-know and right-to-know basis, meaning that DVP and CBO staff members will only have to access information that is essential to their job function. Categories of Apricot 360 system usage are described below.

- **Service delivery:** Direct service and supervision staff employed by the DVP and contracted CBOs will use Apricot 360 to track information on client enrollment, contacts, progress towards milestones, accomplishments, referrals, and other aspects of service delivery. The system will identify upcoming staff member tasks related to service delivery and present summarized data on clients served through dashboards that are helpful to staff. Direct service staff include individuals such as case managers and life coaches who work directly with clients to deliver services or programming. Supervision staff are supervisors of direct service staff.

- **Program monitoring and accountability:** DVP data and evaluation staff will use aggregate service delivery data to monitor trends in service delivery within activities and substrategies and ensure that summarized service delivery data are available to a range of external stakeholders, including councilmembers, committee members, grantors, and the public
- **Contract management:** Fiscal and contract staff employed by the DVP and contracted CBOs will use the system to manage grant budgets, monitor contract deliverables, process budget modifications and payments, and communicate about contracts.
- **External evaluation:** External evaluators contracted by the City of Oakland will use data from Apricot 360 to evaluate the effectiveness of services delivered by the DVP and contracted CBOs. Evaluators will seek and receive institutional review board (IRB) approval prior to commencing research activities. Once IRB approval is obtained, evaluators will only have access to personally-identifiable information for individuals who have signed a consent form agreeing to have their identifiable data shared with a third-party evaluator. For clients who do not sign a consent form, evaluators will receive deidentified or aggregate data.

### C. Data Collection

Service delivery data will be entered into Apricot 360 by direct service staff employed by the DVP and contracted CBOs. For each activity funded through the DVP’s three strategies, **Tables 1-3** identify which data entry forms will be completed. **Table 4** provides an overview of the types of data collected through each form.

**Table 1. Data entry forms completed in Apricot 360 for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Employment & Education Support Services	Adult employment & education services	x		x				x		x	x			
	Youth job exploration & education services	x		x				x		x	x			
School Site Violence Intervention & Prevention Teams	Community healing			x										
	Gender-based violence: Individual-level services						x				x			
	Gender-based violence: Group services			x										
	Violence interruption										x			x
Violent incident crisis response	Youth life coaching	x				x		x	x	x	x			
	Emergency relocation											x		
	Family support following homicide		x								x			
	Hospital intervention				x						x			
	Violence interruption										x		x	x



Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	x				x		x	x	x	x			
	Housing-focused case management	x						x		x	x			
	Youth diversion: Individual-level services						x							x
	Youth diversion: Group-level services			x										
	Youth life coaching	x				x		x	x	x	x			

**Table 2. Data entry forms completed in Apricot 360 for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Drop-in center	GBV crisis line	Group activity	Life map goals and activities	Mobile advocacy	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response
Crisis response	Bedside advocacy and accompaniment						x					x		
	24-hour hotlines			x										
Housing	Emergency shelter: Hotel vouchers							x						
	Emergency shelter: Relocation											x		
	Transitional housing							x			x			
Wrap-Around Services	Employment support: Individual services	x							x		x			
	Employment support: Group services				x									
	Legal advocacy: Advice and referral							x			x			
	Legal advocacy: Case management	x							x		x			
	Life coaching	x				x			x	x	x	x		
	Safe space alternatives		x		x							x		
	Therapeutic support: Individual services	x							x		x			
	Therapeutic support: Group services				x									

**Table 3. Data entry forms completed in Apricot 360 for the DVP’s community healing strategy.**

Substrategy	Forms completed in Apricot 360 database							
	Client record	Family support	Group activity	Mini grant	Outreach	Program enrollment & exit	Program service delivery	Referral to services
Restorative services			x					
Mini grants				x				
Neighborhood and community teams					x			x
Therapeutic supports: Individual-level services	x					x	x	
Therapeutic supports: Group-level services			x					
Town Nights			x					

**Table 4. Types of data collected through Apricot 360 forms.**

Form	Data fields
Client record	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Contact information*</li> <li>3. Demographic information (race, gender, education, language spoken at home)</li> <li>4. Employment status</li> <li>5. Housing status</li> <li>6. School information, if applicable</li> <li>7. Names and contact information of important people, if client chooses to provide (e.g. probation officer)</li> </ol>
Drop-in center	<ol style="list-style-type: none"> <li>1. Date of visit</li> <li>2. Basic demographics (age, gender, race)</li> </ol>
Family support	<ol style="list-style-type: none"> <li>1. Name of homicide victim</li> <li>2. Number of individuals in family</li> <li>3. Types and amount of support provided (e.g. relocation, funeral/vigil planning, VOC applications, financial)</li> <li>4. Attendance at funerals/vigils</li> </ol>
GBV crisis line	<ol style="list-style-type: none"> <li>1. Time and date of call</li> <li>2. Yes/No: Did call relate to GBV?</li> <li>3. Basic demographic information (age, race, gender)</li> </ol>
Group activity	<ol style="list-style-type: none"> <li>1. Date, location, and duration of activity</li> <li>2. Number and type (e.g. students, residents, teachers) of people in attendance</li> <li>3. Type of activity (e.g. training, support group)</li> </ol>
Mobile advocacy	<ol style="list-style-type: none"> <li>1. Date and time of contact</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Yes/No: Was safety plan developed?</li> </ol>
Hospital response	<ol style="list-style-type: none"> <li>1. Date and time of initial notification</li> <li>2. Date and time of visits for service</li> <li>3. Name and date of birth of individual visited</li> <li>4. Type of support provided (e.g. VOC applications, relocation funding)</li> </ol>
Life map goals and activities	<ol style="list-style-type: none"> <li>1. Case plan goals</li> <li>2. Planned and accomplished actions associated with goals</li> <li>3. Start dates, completion dates, and current progress</li> <li>4. Date and amount of financial incentives provided for completion of life map goals</li> </ol>
Mini grant	<ol style="list-style-type: none"> <li>1. Grant amount, term, and recipient</li> <li>2. Activities planned with grant</li> <li>3. Number of people served through grant</li> </ol>

Form	Data fields
Non-program service delivery	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date of service provided</li> <li>4. Type of service provided (e.g. housing, legal services)</li> <li>5. Length of service, if applicable (e.g. length of stay in temporary housing)</li> </ol>
Outreach	<ol style="list-style-type: none"> <li>1. Name and contact information</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date, method, and outcome of all outreach attempts</li> <li>4. Referral source</li> </ol>
Program enrollment & exit	<ol style="list-style-type: none"> <li>1. Date and source of referral</li> <li>2. Dates of enrollment and exit</li> <li>3. Type of program</li> <li>4. Reason for exit</li> </ol>
Program intake and needs assessment	<ol style="list-style-type: none"> <li>1. Date of intake and needs assessment</li> <li>2. Other questions will be specific to strategy or service provider</li> </ol>
Program service delivery	<ol style="list-style-type: none"> <li>1. Date, duration, method, and outcome of communication with client by service provider</li> <li>2. Date and amount of financial incentives provided to client</li> <li>3. Assigned staff member's name</li> </ol>
Referral to services	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Date of referral</li> <li>3. Type of service referral</li> <li>4. Name of organization referred to</li> <li>5. Status of referral (e.g. sent, received, accepted, denied)</li> </ol>
Relocation	<ol style="list-style-type: none"> <li>1. Names of individuals being relocated</li> <li>2. Yes/No: Was safety assessment conducted?</li> <li>3. Date and types of relocation support provided</li> <li>4. Date and result of request for relocation support/funding</li> </ol>
Triangle incident response	<ol style="list-style-type: none"> <li>1. Date and time of notification</li> <li>2. Date and time of scene or hospital response</li> <li>3. Assessment: Victim name and demographics, category of incident, homicide (yes/no), level of retaliation</li> <li>4. Notes on follow-up: relocation, mediation, peer outreach, family outreach, school outreach, community outreach</li> </ol>
Violence mediation	<ol style="list-style-type: none"> <li>1. Date and time of mediation conversations</li> <li>2. Names of individuals involved in conversations</li> <li>3. Type of mediation: proactive vs. retaliation</li> <li>4. Other people notified of conflict (e.g. family members, school administrators)</li> </ol>

\*These fields are applicable for activities that require entry of personally-identifiable information.

For each strategy and activity, **Tables 5-7** identify whether CBOs will be expected to enter individual-level client records and personally-identifiable information (PII). For this use policy, PII refers to an individual's full name and may also include the individual's date of birth. In situations where individual client records are required but PII is not, agencies will be able to leave the first and last name fields blank. **Tables 5-7** also indicate that individual-level records and PII entered by CBOs will not be visible to DVP; DVP staff will only have access to aggregate service-delivery data entered by CBOs across all strategies.

**Table 5. Entry and visibility of individual-level client records and PII for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Employment & Education Support Services	Adult employment & education services	Yes	Yes	No
	Youth job exploration & education services	Yes	Yes	No
School Site Violence Intervention & Prevention Teams	Community healing	No	No	No
	Gender-based violence: Individual-level services	Yes	Provider choice	No
	Gender-based violence: Group services	No	No	No
	Violence interruption	Yes	Yes	No
	Youth life coaching	Yes	Yes	No
Violent incident crisis response	Emergency relocation	Yes	Yes	No
	Family support following homicide	Yes	Yes	No
	Hospital intervention	Yes	Yes	No
	Violence interruption	Yes	Yes	No
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	Yes	Yes	No
	Housing-focused case management	Yes	Yes	No
	Youth diversion: Individual-level services	Yes	Yes	No
	Youth diversion: Group-level services	No	No	No
	Youth life coaching	Yes	Yes	No

**Table 6. Entry and visibility of individual-level client records and PII for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Crisis response	Bedside advocacy and accompaniment	Yes	Provider choice	No
	24-hour hotlines	Provider choice	Provider choice	No
Housing	Emergency shelter: Hotel vouchers	Provider choice	Provider choice	No
	Emergency shelter: Relocation	Yes	Provider choice	No
	Transitional housing	Yes	Provider choice	No
Wrap-Around Services	Employment support: Individual services	Yes	Provider choice	No
	Employment support: Group services	No	No	No
	Legal advocacy: Advice and referral	Provider choice	Provider choice	No
	Legal advocacy: Case management	Yes	Provider choice	No
	Life coaching	Yes	Provider choice	No
	Safe space alternatives	Provider choice	Provider choice	No

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
	Therapeutic support: Individual services	Yes	Provider choice	No
	Therapeutic support: Group services	No	No	No

**Table 7. Entry and visibility of individual-level client records and PII for the DVP’s community healing strategy.**

Substrategy	Are individual client records entered?	Is PII entered?	Are individual records and PII entered by CBOs visible to DVP staff?
Restorative services	No	No	No
Mini grants	No	No	No
Neighborhood and community teams	Yes	Yes	No
Therapeutic supports: Individual-level services	Yes	Yes	No
Therapeutic supports: Group-level services	No	No	No
Town Nights	No	No	No

For activities that collect PII, regardless of the fact that data will not be visible to DVP staff, CBOs will be encouraged to notify clients that their name and date of birth will be documented in Apricot 360 for purposes of effective service delivery and coordination. Clients will also be asked to sign a consent form regarding potential access to their PII by a third-party evaluator. Completion of this consent form is strongly encouraged but is not a requirement of service delivery for any strategy, and clients will be able to decline having their PII accessed by a third-party evaluator if they wish.

#### **D. Data Access**

The DVP will take special care to ensure that data within Apricot 360 are accessed on a need-to-know and right-to-know basis, meaning that staff will only be able to access information that is essential to their job function. Apricot 360 allows administrators to restrict access to individual forms, records, and fields for staff members based on their pre-determined access requirements. An overview of data access levels for categories of staff employed by the DVP and contracted CBOs is provided below:

##### **Contracted CBOs**

- **Direct service staff and supervisors** will have access to individual- and group-level service delivery data entered by members of their agency only. Direct service staff and supervisors will NOT have access to service-delivery data for clients being served by other agencies, even if they are the same clients.
- **Fiscal and contract staff** will have access to contract and fiscal documents such as budgets, scopes of work, invoices, and payments for their agency only. These staff members will also have access to aggregate service delivery data pertaining to contract deliverables, which will be

automatically calculated based on data entered by direct service staff. Fiscal and contract staff will not have access to individual client records or PII.

## DVP

- **Direct service staff and supervisors** will have access to individual- and group-level service delivery data entered by members of the DVP only. Direct service staff and supervisors within the DVP will NOT have access to service-delivery data for clients being served by other agencies, even if they are the same clients.
- **Fiscal and contract staff** will have access to contract and fiscal documents such as budgets, scopes of work, invoices, and payments for all grantees. These staff members will also have access to aggregate service delivery data pertaining to contract deliverables, which will be automatically calculated based on data entered by direct service staff. Fiscal and contract staff will not have access to individual client records or PII.
- **Data and evaluation staff within the DVP** will have access to client-level data and PII for DVP clients across all substrategies. For clients engaged by contracted CBOs, DVP data and evaluation staff will only have access to aggregate-level service delivery data.
- **External data and evaluation staff** employed by evaluation firms contracted by the City of Oakland will have access to PII for clients who have previously consented to having their PII shared with an external evaluator. For clients who have not consented to having their PII shared, external evaluation firms will only receive access to deidentified or aggregate service delivery data. All data shared with external evaluators will be downloaded from Apricot 360 by Bonterra technical support staff and shared via a secure file transfer method.

Unauthorized use of the system by any staff person with any level of access will lead to disciplinary action, which could include the termination of a CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

## E. Data Protection

Apricot 360 has comprehensive measures in place to maintain data privacy and security. The system sits behind a firewall that extensively controls, tracks, and reports access to the system's internal infrastructure. Apricot 360 meets current U.S. Department of Housing and Urban Development (HUD) domestic violence standards, Homeless Management Information System (HMIS) standards, and Social Security Administration data management and security protocols, as well as minimum required Family Educational Rights and Privacy Act (FERPA) and HIPAA standards. Data entered into Apricot 360 are automatically encrypted while in transit between a user's computer and the system's servers, as well as while at rest. Additionally, users accessing Apricot 360 servers do so via a secure HTTPS connection. More information on privacy and security for the Apricot 360 system is included in **Attachment A**.

## F. Data Retention

Agencies that collect PII for clients based on their funded activities will be required to retain the PII for three years following service completion to ensure that data are available for evaluations conducted by external evaluators, which can last for up to three years following service delivery. At the end of three

years, agencies will delete PII unless exempted based on legal requirements. 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, individual-level data will be permanently deleted from Apricot 360 unless exempted due to legal requirements.

### **G. Public Access**

There will be absolutely no public access to individual-level client data in Apricot 360. As with any government record, a member of the public may submit a Public Records Act request, but only aggregate data (no PII) would be released subject to applicable federal, state, and local privacy or confidentiality laws. If the DVP receives a request of this nature, staff will work with the City Attorney's Office to respond to the request without sharing PII. The DVP will also notify any contracted CBOs impacted by the data request as soon as reasonably possible. To date, the City of Oakland has only received requests through the Public Records Act for aggregate-level data pertaining to its violence prevention and intervention services (e.g. how many participants were served in a year). Aggregate data from Apricot 360 will be available in evaluation reports published by third-party evaluation firms and may be shared through public tables, charts, or dashboards created by the DVP.

### **H. Third Party Data Sharing**

Outside of the DVP, DVP-funded CBOs, and evaluation firms contracted by the City of Oakland, no other agency will have access to data collected in Apricot 360. External evaluators contracted by the City of Oakland will use data in Apricot 360 to evaluate the effectiveness of funded programs. External evaluators will only have access to PII for individuals who sign a consent form allowing their PII to be shared with a third-party evaluator. For clients who do not sign a consent form allowing access to their PII, external evaluators will receive deidentified or aggregate data.

### **I. Training**

The DVP's data and evaluation staff will attend Apricot 360 train-the-trainer and custom end user training sessions, which will review Apricot 360's configuration and 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, the DVP's data and evaluation staff will train direct service staff, supervisors, and contract and fiscal staff within the DVP and contracted CBOs on how to use Apricot 360. This will include general trainings, trainings specific to substrategies and activities, 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 security as outlined in this use policy, and all trained staff members will sign a copy of the use policy indicating that they have read and understand it. Trainings will also discuss consequences of inappropriate system usage, which could include termination of a CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

## **J. Auditing and Oversight**

The DVP's data and evaluation staff will monitor compliance with this use policy of staff within the DVP and contracted CBOs. All actions in the system (add, edit, delete, view, etc.) are accessible through audit log reports built into the system for administrator monitoring. On a quarterly basis, the DVP's data and evaluation staff will receive these logs from Apricot 360 administrators and review them for any signs of inappropriate system usage. 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 CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination.

## **K. Maintenance**

Bonterra's security mechanisms and procedures are built on the Soc2 Type II Framework with HIPAA amendment and audited by third-party security experts annually to ensure compliance with best-in-class technical safeguards, processes, policies, and procedures. Bonterra 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, and uptime across over 19,000 customers. A complete copy of Bonterra's Soc2 Type II has been shared with City of Oakland staff who have signed a non-disclosure agreement, including data and evaluation staff from the DVP and staff from the Information Technology Department.



Social Solutions Global, Inc. (“SSG”) takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions’ office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

## Data Security

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 and SSG fault tolerant software and journaling file systems.

## Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

## SOC2

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<sup>1</sup>. 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
- ✓ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
- ✓ 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<sup>2</sup>. AWS adheres to: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) SOC 2 SOC 3 PCI DSS Level 1 ISO 270012

<sup>1</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/Security/AWS\\_Security\\_Whitepaper.pdf](https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf)

<sup>2</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_Compliance\\_Quick\\_Reference.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf)

**Apricot 360 Impact Report – VERSION B**  
**City of Oakland Department of Violence Prevention**

The Department of Violence Prevention (DVP) formed 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. Each fiscal year, the DVP distributes millions of dollars in funding to community-based organizations (CBOs) 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 a division within the Human Services Department called Oakland Unite) has collected information on individual- and group-level service delivery for its funded CBOs through the Cityspan data management system. Cityspan has also been used to store contract documents and receive invoices from CBOs. Evaluation reports by Mathematica, an evaluation firm contracted by Oakland Unite to evaluate its programs and services, has consistently identified deficits in Cityspan based on interviews with grantees and first-hand evaluator experiences. Due to these findings and an expanding breadth of services offered through the DVP, the DVP and its contracted service providers require a more sophisticated data management system. The DVP is seeking to contract with Social Solutions Global, Inc. to procure the Apricot 360 data management system (Apricot 360) for this purpose.

The majority of funding for DVP programs and services comes from the Oakland Public Safety and Services Violence Act, also known as Measure Z. Measure Z requires an annual, independent program evaluation demonstrating that violence prevention and intervention strategies are progressing towards the desired outcomes. Legislation states that this evaluation will “consider whether programs and strategies are achieving reductions in violence and serving those at highest risk” and that “short-term successes and long-term desired outcomes will be considered in the program evaluations.” In order to conduct the required external evaluations of programs and services funded through Measure Z, and in order to conduct internal process evaluations of funded programs to ensure fidelity to DVP models, the DVP’s data management system must collect data on group- and individual-level services delivered by its contracted CBOs. These data are used to answer questions like the ones below, which the DVP regularly receives from stakeholders such as city councilmembers, Safety and Services Oversight Commission members, and others:

- How many individuals are the prevention/intervention programs and strategies serving? How many individuals receiving life coaching support are also receiving other services such as employment support or restorative justice programming?
- How does participation in Measure Z programs impact violence perpetration or victimization rates?
- How does participation in Measure Z programs impact outcomes such as educational attainment and/or employment?

The collection of individual-level and aggregate service delivery data is a common requirement of CBOs that receive city funding. Similar agencies that also require this as a stipulation of funding include the City of Oakland's Fund for Children and Youth, the City of San Francisco's Department of Children, Youth, and Families, and the City of Los Angeles' Mayor's Office of Gang Reduction and Youth Development (LA GRYD). Similar agencies that use Apricot 360 for service delivery data entry include the the City of Stockton's Office of Violence Prevention, LA GRYD, and, locally, the Oakland Unified School District, Communities United for Restorative Youth Justice, Covenant House, Destiny Arts Center, East Bay Asian Youth Center, Restorative Justice for Oakland Youth, Ruby's Place, and Safe Passages.

#### **A. Description**

Apricot 360 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 one-way integration capabilities with other data management systems to avoid redundancy in data entry for CBOs that use a different primary data management system. 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 Apricot 360 data management system (Apricot 360), developed by Social Solutions Global, Inc., will enable the DVP and its contracted CBOs to track information related to service delivery and contract management in the DVP's three strategy areas of group and gun violence, gender-based violence, and community healing. Apricot 360 will be used by direct service staff within the DVP and CBOs to track client enrollment, service engagement, milestones, and outcomes for individual services as well as attendance, duration, and content of group services. Supervisory staff within the DVP and CBOs 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 staff will use Apricot 360 to monitor aggregate service delivery and outcome data across each strategy, oversee the activities and deliverables of individual CBOs to ensure alignment with scopes of work and service models, and identify challenges with service delivery that require remediation. Fiscal and contract staff within the DVP and CBOs will use the system to store contract documents, communicate about contract questions, track budget spenddown, and process invoices based on completion of deliverables. Finally, service delivery and outcome data collected through Apricot 360 will be available to external evaluators contracted by the City of Oakland to conduct an evaluation of DVP programs and services.

#### **C. Location**

Apricot 360 is a cloud-based system that will be accessed via the internet by program staff within the DVP and contracted CBOs. Clients served by Apricot 360 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 and contracted CBOs 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 contracted CBOs will only access information within Apricot 360 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 CBO 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, even if they are the same clients. The DVP's data and evaluation staff (currently two staff members) will have access to aggregate service delivery data across providers (not individual-level client data) to allow for high-level program monitoring, and contract and fiscal staff employed by the DVP and contracted CBOs will have access to aggregate service delivery data in order to observe overall trends and compliance with contract deliverables.

To prevent against data breaches, either intentional or unintentional, the DVP's data and evaluation staff will extensively train all staff within the DVP and contracted CBOs who receive Apricot 360 licenses in proper usage of the system prior to granting system access. For more information on this training, please see the DVP's *Apricot 360 Use Policy*. The DVP's data and evaluation staff will also monitor compliance of staff within the DVP and contracted CBOs with the Apricot 360 Use Policy. All actions in the system (add, edit, delete, view, etc.) are accessible through audit log reports built into the system for administrator monitoring. On a quarterly basis, the DVP's data and evaluation staff will receive these logs from Apricot 360 administrators and review them for any signs of inappropriate system usage. 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 CBO's grant agreement and cessation of funding or, with respect to City of Oakland employees, discipline up to and including termination. Hacking attempts will be prevented through strict data security measures that are discussed further under *Data Security* and in **Attachment A**.

If the DVP receives a subpoena or Public Records Act request pertaining to data in Apricot 360, 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 respond to the request without sharing clients' personally-identifiable

information (PII).<sup>1</sup> The DVP will also notify any contracted CBOs impacted by the data request as soon as reasonably possible. To date, the City of Oakland has only received requests through the Public Records Act for aggregate-level data pertaining to its violence prevention and intervention services (e.g. how many participants were served in a year).

CBOs that collect PII for clients based on their funded activities will be required to retain the PII for three years following service completion to ensure that data are available for evaluations conducted by external evaluators, which can last for up to three years following service delivery. At the end of three years, agencies will delete PII unless exempted based on legal requirements. 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, individual-level data will be permanently deleted from Apricot 360 unless exempted due to legal requirements.

## F. Data Types and Sources

Service delivery data will be entered into Apricot 360 by direct service staff employed by the DVP and contracted CBOs. Direct service staff include individuals such as case managers and life coaches who work directly with clients to deliver services or programming. For each activity funded through the DVP's three strategies, **Tables 1-3** identify which data entry forms will be completed. **Table 4** provides an overview of the types of data collected through each form.

**Table 1. Data entry forms completed in Apricot 360 for the DVP's group and gun violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
Employment & Education	Adult employment & education services	x		x				x		x	x			
Support Services	Youth job exploration & education services	x		x				x		x	x			
School Site Violence Intervention & Prevention Teams	Community healing			x										
	Gender-based violence: Individual-level services						x				x			
	Gender-based violence: Group services			x										
	Violence interruption										x			x
	Youth life coaching	x				x		x	x	x	x			
Violent incident crisis response	Emergency relocation											x		
	Family support following homicide		x								x			
	Hospital intervention				x						x			

<sup>1</sup> Personally-identifiable information (PII) refers to an individual's full name and may also include the individual's date of birth.

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Family support	Group activity	Hospital response	Life map goals and activities	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response	Violence mediation
	Violence interruption										X		X	X
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	X				X		X	X	X	X			
	Housing-focused case management	X						X		X	X			
	Youth diversion: Individual-level services						X							X
	Youth diversion: Group-level services			X										
	Youth life coaching	X				X		X	X	X	X			

**Table 2. Data entry forms completed in Apricot 360 for the DVP's gender-based violence strategy.**

Substrategy	Activity	Forms completed in Apricot 360 database												
		Client record	Drop-in center	GBV crisis line	Group activity	Life map goals and activities	Mobile advocacy	Non-program service delivery	Program enrollment & exit	Program intake & needs assessment	Program service delivery	Referral to services	Relocation	Triangle incident response
Crisis response	Bedside advocacy and accompaniment						X					X		
	24-hour hotlines			X										
Housing	Emergency shelter: Hotel vouchers							X						
	Emergency shelter: Relocation											X		
	Transitional housing							X			X			
Wrap-Around Services	Employment support: Individual services	X							X		X			
	Employment support: Group services				X									
	Legal advocacy: Advice and referral							X			X			
	Legal advocacy: Case management	X							X		X			
	Life coaching	X				X			X	X	X	X		
	Safe space alternatives		X		X							X		
	Therapeutic support	X			X				X		X			

**Table 3. Data entry forms completed in Apricot 360 for the DVP’s community healing strategy.**

Substrategy	Forms completed in Apricot 360 database							
	Client record	Family support	Group activity	Mini grant	Outreach	Program enrollment & exit	Program service delivery	Referral to services
Restorative services			X					
Mini grants				X				
Neighborhood and community teams					X			X
Therapeutic supports: Individual-level services	X					X	X	
Therapeutic supports: Group-level services			X					
Town Nights			X					

**Table 4. Types of data collected through Apricot 360 forms.**

Form	Data fields
Client record	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Contact information</li> <li>3. Demographic information (race, gender, education, language spoken at home)</li> <li>4. Employment status</li> <li>5. Housing status</li> <li>6. School information, if applicable</li> <li>7. Names and contact information of important people, if client chooses to provide (e.g. probation officer)</li> </ol>
Drop-in center	<ol style="list-style-type: none"> <li>1. Date of visit</li> <li>2. Basic demographics (age, gender, race)</li> </ol>
Family support	<ol style="list-style-type: none"> <li>1. Name of homicide victim</li> <li>2. Number of individuals in family</li> <li>3. Types and amount of support provided (e.g. relocation, funeral/vigil planning, VOC applications, financial)</li> <li>4. Attendance at funerals/vigils</li> </ol>
GBV crisis line	<ol style="list-style-type: none"> <li>1. Time and date of call</li> <li>2. Yes/No: Did call relate to GBV?</li> <li>3. Basic demographic information (age, race, gender)</li> </ol>
Group activity	<ol style="list-style-type: none"> <li>1. Date, location, and duration of activity</li> <li>2. Number and type (e.g. students, residents, teachers) of people in attendance</li> <li>3. Type of activity (e.g. training, support group)</li> </ol>
Hospital accompaniment	<ol style="list-style-type: none"> <li>1. Date and time of visit</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Yes/No: Was safety plan developed?</li> </ol>
Hospital response	<ol style="list-style-type: none"> <li>1. Date and time of initial notification</li> <li>2. Date and time of visits for service</li> <li>3. Name and date of birth of individual visited</li> <li>4. Type of support provided (e.g. VOC applications, relocation funding)</li> </ol>
Life map goals and activities	<ol style="list-style-type: none"> <li>1. Case plan goals</li> <li>2. Planned and accomplished actions associated with goals</li> <li>3. Start dates, completion dates, and current progress</li> <li>4. Date and amount of financial incentives provided for completion of life map goals</li> </ol>
Mini grant	<ol style="list-style-type: none"> <li>1. Grant amount, term, and recipient</li> <li>2. Activities planned with grant</li> <li>3. Number of people served through grant</li> </ol>

Form	Data fields
Non-program service delivery	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date of service provided</li> <li>4. Type of service provided (e.g. housing, legal services)</li> <li>5. Length of service, if applicable (e.g. length of stay in temporary housing)</li> </ol>
Outreach	<ol style="list-style-type: none"> <li>1. Name and contact information</li> <li>2. Basic demographic information (age, gender, race)</li> <li>3. Date, method, and outcome of all outreach attempts</li> <li>4. Referral source</li> </ol>
Program enrollment & exit	<ol style="list-style-type: none"> <li>1. Date and source of referral</li> <li>2. Dates of enrollment and exit</li> <li>3. Type of program</li> <li>4. Reason for exit</li> </ol>
Program intake and needs assessment	<ol style="list-style-type: none"> <li>1. Date of intake and needs assessment</li> <li>2. Other questions will be specific to strategy or service provider</li> </ol>
Program service delivery	<ol style="list-style-type: none"> <li>1. Date, duration, method, and outcome of all communication with client by service provider</li> <li>2. Date and amount of financial incentives provided to client</li> <li>3. Assigned staff member's name and contact information</li> </ol>
Referral to services	<ol style="list-style-type: none"> <li>1. Name and date of birth*</li> <li>2. Date of referral</li> <li>3. Type of service referral</li> <li>4. Name of organization referred to</li> <li>5. Status of referral (e.g. sent, received, accepted, denied)</li> </ol>
Relocation	<ol style="list-style-type: none"> <li>1. Names of individuals being relocated</li> <li>2. Yes/No: Was safety assessment conducted?</li> <li>3. Date and types of relocation support provided</li> <li>4. Date and result of request for relocation support/funding</li> </ol>
Triangle incident response	<ol style="list-style-type: none"> <li>1. Date and time of notification</li> <li>2. Date and time of scene or hospital response</li> <li>3. Assessment: Victim name and demographics, category of incident, homicide (yes/no), level of retaliation</li> <li>4. Notes on follow-up: relocation, mediation, peer outreach, family outreach, school outreach, community outreach</li> </ol>
Violence mediation	<ol style="list-style-type: none"> <li>1. Date and time of mediation conversations</li> <li>2. Names of individuals involved in each conversation</li> <li>3. Type of mediation: proactive vs. retaliation</li> <li>4. Other people notified of conflict (e.g. family members, school administrators)</li> </ol>

\*These fields are applicable for activities that require entry of personally-identifiable information.

For each strategy and activity, **Tables 5-7** identify whether CBOs will be expected to enter individual-level client records and PII.<sup>2</sup> In situations where individual client records are required but PII is not, agencies will be able to leave the first and last name fields blank. **Tables 5-7** also indicate that individual-level records and PII entered by CBOs will not be visible to DVP; DVP staff will only have access to aggregate service-delivery data entered by CBOs across all strategies.

<sup>2</sup> Personally-identifiable information (PII) refers to an individual's full name and may also include the individual's date of birth.



**Table 5. Entry and visibility of individual client records and PII for the DVP’s group and gun violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII visible to DVP staff?
Employment & Education Support Services	Adult employment & education services	Yes	Yes	No
	Youth job exploration & education services	Yes	Yes	No
School Site Violence Intervention & Prevention Teams	Community healing	No	No	No
	Gender-based violence: Individual-level services	Yes	Provider choice	No
	Gender-based violence: Group services	No	No	No
	Violence interruption	Yes	Yes	No
	Youth life coaching	Yes	Yes	No
Violent incident crisis response	Emergency relocation	Yes	Yes	No
	Family support following homicide	Yes	Yes	No
	Hospital intervention	Yes	Yes	No
	Violence interruption	Yes	Yes	No
Youth Diversion and Youth & Adult Life Coaching	Adult life coaching	Yes	Yes	No
	Housing-focused case management	Yes	Yes	No
	Youth diversion: Individual-level services	Yes	Yes	No
	Youth diversion: Group-level services	No	No	No
	Youth life coaching	Yes	Yes	No

**Table 6. Entry and visibility of individual client records and PII for the DVP’s gender-based violence strategy.**

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII visible to DVP staff?
Crisis response	Bedside advocacy and accompaniment	Yes	Provider choice	No
	24-hour hotlines	Provider choice	Provider choice	No
Housing	Emergency shelter: Hotel vouchers	Provider choice	Provider choice	No
	Emergency shelter: Relocation	Yes	Provider choice	No
	Transitional housing	Yes	Provider choice	No
Wrap-Around Services	Employment support: Individual services	Yes	Provider choice	No
	Employment support: Group services	No	No	No
	Legal advocacy: Advice and referral	Provider choice	Provider choice	No

Substrategy	Activity	Are individual client records entered?	Is PII entered?	Are individual records and PII visible to DVP staff?
	Legal advocacy: Case management	Yes	Provider choice	No
	Life coaching	Yes	Provider choice	No
	Safe space alternatives	Provider choice	Provider choice	No
	Therapeutic support: Individual services	Yes	Provider choice	No
	Therapeutic support: Group services	No	No	No

**Table 7. Entry and visibility of individual client records and PII for the DVP’s community healing strategy.**

Substrategy	Are individual client records entered?	Is PII entered?	Are individual records and PII visible to DVP staff?
Restorative services	No	No	No
Mini grants	No	No	No
Neighborhood and community teams	Yes	Yes	No
Therapeutic supports: Individual-level services	Yes	Yes	No
Therapeutic supports: Group-level services	No	No	No
Town Nights	No	No	No

For activities that collect PII, regardless of the fact that data will not be visible to DVP staff, CBOs will be encouraged to notify clients that their name and date of birth will be documented in Apricot 360 for purposes of effective service delivery and coordination. Clients will also be asked to sign a consent form regarding potential access to their PII by a third-party evaluator. Completion of this consent form is strongly encouraged but is not a requirement of service delivery for any strategy, and clients will be able to decline having their PII accessed by a third-party evaluator if they wish.

**Table 8** presents information on Apricot 360’s functionality pertaining to contract management, data visualization, and data management, which exceeds current functionality allowable through Cityspan.

**Table 8. Data management system functionality pertaining to contract management, data visualization and extraction, and data management.**

Category	Functionality
Contract management	<ul style="list-style-type: none"> <li>▪ Store documents like scope of work, city council resolution, etc. for reference</li> <li>▪ Display contract budget and show amount remaining in each budget category based on invoices submitted</li> <li>▪ Allow for invoice submission, approval, and notifications</li> <li>▪ Allow for communication between DVP staff and CBO staff</li> </ul>
Data visualization	<ul style="list-style-type: none"> <li>▪ Display easy-to-understand graphs and charts of service or contract data that are relevant to each staff member</li> <li>▪ Customize and generate reports for CBOs or activity categories that present results in comparison to predetermined metrics or deliverables</li> </ul>

Category	Functionality
Data management	<ul style="list-style-type: none"> <li>▪ Display or hide specific data fields based on staff credentials</li> <li>▪ Flag and prompt a correction for missing or incomplete data</li> <li>▪ Retain historical data entries (e.g. prior program enrollments for clients)</li> <li>▪ Store consent forms, sign-in sheets, and other scanned documents</li> <li>▪ Provide mobile access that allows staff to record data in the field (e.g. for violent incident crime scene response activities)</li> <li>▪ Provide a high level of data privacy and security that complies with the Health Insurance Portability and Accountability Act (HIPAA)</li> <li>▪ Issue reminders for staff regarding upcoming tasks or inactive clients</li> <li>▪ Allow staff to make service referrals for clients to other providers with client consent</li> </ul>

### G. Data Security

Apricot 360 has comprehensive measures in place to maintain data privacy and security. The system sits behind a firewall that extensively controls, tracks, and reports access to the system’s internal infrastructure. Apricot 360 meets current U.S. Department of Housing and Urban Development (HUD) domestic violence standards, Homeless Management Information System (HMIS) standards, and Social Security Administration data management and security protocols, as well as minimum required Family Educational Rights and Privacy Act (FERPA) and HIPAA standards. Data entered into Apricot 360 are automatically encrypted while in transit between a user’s computer and the system’s servers, as well as while at rest. Additionally, users accessing Apricot 360 servers do so via a secure HTTPS connection. More information on privacy and security for the Apricot 360 system is included in **Attachment A**.

### H. Fiscal Cost

The development of a custom Apricot 360 system and annual licensing and technical support fees for five years is \$533,056. Funding allocations by fiscal year are outlined in **Table 9**.

**Table 9. Budget allocation for Apricot 360 by fiscal year and funding source.**

Fiscal year	Description of fees	Funding from Measure Z	Funding from General Purpose Fund or grants	Total amount
2022-2023	Custom system development	\$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

Fiscal year	Description of fees	Funding from Measure Z	Funding from General Purpose Fund or grants	Total amount
N/A	Contingency for system development or additional annual licenses	\$0	\$10,000	\$10,000
<b>Total</b>		<b>\$350,000</b>	<b>\$183,056</b>	<b>\$533,056</b>

\*Funding allocations are based on the assumption that Measure Z will be reauthorized. If Measure Z is not reauthorized, the DVP will use funding from grants or the General Purpose Fund to cover Measure Z allocations.

### I. Third Party Dependence

Data collected through Apricot 360 will 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, however, and it would limit the system's utility for direct service staff in supporting service delivery to clients. Data management system functions that are available through Apricot 360 but not through Cityspan are outlined in **Table 10**.

**Table 10. Data management system functions that are available through Apricot 360 but not through Cityspan.**

Category	Function
Individual service delivery	<ul style="list-style-type: none"> <li>▪ Track outreach efforts with potential clients prior to enrollment, including date, method, and result of each contact</li> <li>▪ Allow staff to make program or service referrals for clients to outside organizations and track referral acceptance</li> <li>▪ Flag clients who are inactive and require follow-up</li> <li>▪ Track client progress on individual life map goals</li> </ul>
Crisis response	<ul style="list-style-type: none"> <li>▪ Automatically notify staff of shooting and homicide incidents that require a response</li> <li>▪ Track data on deployment, assessment, and response activities</li> <li>▪ Allow for mobile data entry in the field</li> <li>▪ Allow for communication within the system between members of the response team to coordinate activities</li> </ul>
System and data management	<ul style="list-style-type: none"> <li>▪ Modify data system fields or functions without system administrator support</li> <li>▪ Flag and prompt the correction of missing or incomplete data</li> <li>▪ Present up-to-date data through visually-appealing dashboards</li> <li>▪ Allow for one-way integration with other data management systems</li> <li>▪ Allow staff to make service referrals for clients to other providers</li> </ul>

A second 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 11** provides cost information from comparison quotes that the DVP solicited from Salesforce and Microsoft Corporation pertaining to the requested data management services.

**Table 11. Cost proposals from two alternate 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
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

The proposal from Social Solutions Global, Inc. for Apricot 360 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 annual costs. After reviewing demonstrations of both the Apricot 360 and Salesforce systems, DVP staff felt strongly that Apricot 360 was significantly less complex and easier to use. Additionally, Social Solutions Global, Inc. specializes in providing cloud-based case management services to local government agencies, non-profit organizations, and social service providers, 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, LA GRYP, Roca, Inc. (a nationally-renowned violence intervention agency located in Boston, MA), and seven organizations currently funded by the DVP (Communities United for Restorative Youth Justice, Covenant House, Destiny Arts Center, East Bay Asian Youth Center, Restorative Justice for Oakland Youth, Ruby's Place, and Safe Passages). Social Solutions Global, Inc. 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. 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. An independent evaluation found that use of Apricot 360 resulted in a 3% increase in funding and a 40% decrease in time spent on service delivery.

Social Solutions Global, Inc. (“SSG”) takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions’ office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

## Data Security

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 and SSG fault tolerant software and journaling file systems.

## Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

## SOC2

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<sup>1</sup>. 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
- ✓ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
- ✓ 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<sup>2</sup>. AWS adheres to: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) SOC 2 SOC 3 PCI DSS Level 1 ISO 270012

<sup>1</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/Security/AWS\\_Security\\_Whitepaper.pdf](https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf)

<sup>2</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_Compliance\\_Quick\\_Reference.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf)

**Department of Violence Prevention (DVP) Responses to Questions Submitted by Vice Chair Lou Katz  
Regarding the DVP's Proposed Apricot 360 Data Management System**

June 29, 2022

- 1. The data is to be 'owned' by the City. However, the CBOs are REQUIRED to have a significant fraction of their funding (20%) from other sources. Then these other sources ought to own the data also.**

Data entered by a CBO into Apricot 360 will be owned by that CBO with permission for the City to use the data for reasons stated in the use policy. Data entered by City staff will be owned by the City.

- 2. It has been asserted that the CBOs were consulted about this project and agreed with it, yet several have both denied having been consulted and do not agree with it.**

DVP staff have asserted that the decision to switch data management systems was informed by feedback from CBO staff regarding significant limitations of the Cityspan system. For example, Mathematica received the following feedback from CBO staff during interviews conducted as part of a broader evaluation of Oakland Unite services in 2018:

- The Cityspan help desk takes too long to respond, or the agency has trouble connecting with a representative due to high call volume.
- The database does not allow grantees to capture certain information that is critical to effective service delivery, including case notes, ability to track homelessness and employment, nature and result of client contacts, bedside visits, etc.
- The database makes it challenging to track a client's progress toward identified goals.
- The database does not allow for automated communication between the agency's primary data management system and CitySpan.
- The database makes it challenging to match new client records to previous records for the same individual.

These concerns and frustrations have been consistently relayed to Oakland Unite and DVP staff through informal communications over the last several years, which led DVP staff to explore use of a new data management system. DVP staff did not consult CBOs during the solicitation of quotes for a new system but specifically solicited a quote from Social Solutions Global, Inc. (SSG) due to the current use of SSG data management systems by at least seven current grantees (Communities United for Restorative Youth Justice, Covenant House, Destiny Arts Center, East Bay Asian Youth Center, Restorative Justice for Oakland Youth, Ruby's Place, and Safe Passages).

- 3. An assertion is made that this proposal will give better data security, but there is no indication that the current system had failed in any way. This seems to be fixing something that was not broken.**

The primary reason for switching from Cityspan to Apricot 360 is increased system functionality, not increased data security. Apricot 360, however, has very strong data security measures in place, as described in the use policy.

- 4. In the past, clients may not have opted out of certain data collection policies because the information they gave was to the single CBO they were interacting with. That is very different from a data collection policy which combines data to a centralized entity. In fact, that combination itself undermines privacy. Exactly how will the 'goals' of this setup be met if all clients opt-out?**

As stewards of public funding, the DVP is charged by the Oakland City Council with ensuring that funding is being spent on the intended services and populations. For the violent incident crisis response substrategy, the DVP also plays a unique role in coordinating activities across CBOs to perform violence interruption, relocation, and service referral activities in a timely manner to prevent retaliation and additional suffering. A limited number of DVP staff require access to client information in order to perform this coordination role. Tables in *Apricot 360 Use Policy – Version A* clearly indicate which substrategies require individual-level client records and PII, as well as which substrategies require individual-level client records and PII to be viewed by a limited number of DVP staff. If this use policy is adopted by the Oakland City Council and clients refuse to have their information entered in the Apricot 360 system in accordance with these requirements, they unfortunately will not be eligible to receive services, which is unfortunate given the urgent nature of this work. It is very common for individuals receiving social services in a variety of fields to provide their first and last name in order to receive services, and individual-level client data have been collected by the DVP, formerly Oakland Unite, since 2006 through the current Cityspan system.

- 5. The 'statement of work' (exhibit 1) of the contract was not provided. There is an exhibit 6, but what about exhibits 2-5 in the contract.**

These items are now provided.

- 6. Social Solutions Global, Inc. is a Delaware Corp with principal place of business in Austin, Texas. The State of Texas is vigorously and aggressively attempting to bring legal action of the most vicious form against women and persons of non-binary gender. If the vendor were a California corporation, they might be able to withstand Texas subpoenas, but they are not. We are about to enter a legal stage equivalent to the Fugitive Slave Act. Can Social Solutions Global, Inc. provide a genuine legal opinion as to how they can reject a Texas demand for data? Asserting that it can't or won't happen is a useless misdirection and of no value.**

Any state, local, or federal agency can subpoena SSG or any other company holding constituent data at any point in time. SSG's headquarters being in Texas is irrelevant – the state of Texas has no idea who SSG's 19,000+ customers are or what data that they collect. In the scenario described, SSG's long-standing policy is to immediately notify the owner of the data so that they may take the proper legal recourse in response to a subpoena.

- 7. Who has the encryption keys for the data at rest? Will the data from each CBO be encrypted with a different key? If not, why not? The Impact Report states that 'Only staff within the DVPs Data and Evaluation Unit (currently two staff members) will have access to all data across all providers (including individual-level client data)'. Why should they be trusted? There is no indication that DVP is required to get permission from a CBO to do this.**

All data are encrypted by SSG in transit and at rest. Encryption codes are cycled frequently through an intentionally automated process, and SSG uses the highest allowable encryption cipher short of a Department of Defense clearance. SSG does not have direct access to decrypt data without going



through a strictly monitored provisioning process that includes having written permission to access the data for support purposes.

Data are encrypted with one key per enterprise. Access to data segmented within the enterprise by agency is further protected by tightly controlled role-based security, which governs data access down to the field level. Staff members can only access data they have explicitly been given access to through the system, so separate data encryption keys for each agency are not needed. Additionally, every single action taken in the system is audited and can be reported on including reporting on who viewed what record at precisely what time and date.

DVP staff who will have access to provider data will maintain active Health Insurance Portability and Accountability Act (HIPAA) and Collaborative Institutional Training Initiative (CITI) certifications to ensure adequate training in data safety and ethics.

**8. Table 1 (p2 of the Surveillance Technology Use Policy) is horrifying in terms of scooping up personal sensitive information. The justification for each of the 24 items is totally lacking but should be provided.**

Senior staff within the DVP who coordinate the City's 24/7 violent incident crisis response require access to individual-level client records and PII to ensure that responses to shootings and homicides, which often involve activities performed by multiple agencies, are performed in a timely manner with high levels of communication and coordination between agencies to reduce the likelihood of retaliation and ensure that victims and families receive needed services. For instance, violence interrupters from multiple agencies may respond to a single shooting or homicide incident due to the location of the incident or relationships with the individuals involved. Information on conversations with family members and associates of the victim that are documented in Apricot 360 can then be referenced by senior DVP coordination staff to ensure that adequate communication and coordination across agencies is taking place to minimize the likelihood of retaliation. For the same incident, the victim or family might be referred to one organization for relocation services and another organization for family support services, which should also be closely monitored by the DVP to ensure high levels of responsiveness. Lack of access to individual-level client information and PII by senior violent incident crisis response staff within the DVP would significantly limit the city's ability to effectively prevent future violence in response to shootings and homicides.

Data and evaluation staff within the DVP also require access to individual-level client records and PII for group and gun violence substrategies for the following reasons:

1. Client accountability: It is possible that the same client might enroll in life coaching or employment services provided by different CBOs at the same time, which limits the availability of services and financial incentives for other clients and results in the dually-enrolled client being oversaturated with services. With access to PII, DVP staff will be able to easily flag duplicate enrollments and ensure that clients are only being served by one provider of a specific service type at a time. Without access to PII, DVP staff are unable to know whether the same client is receiving the same services from multiple agencies at once.
2. Service delivery accountability: With access to PII, DVP staff will be able to periodically verify that services are being delivered to clients in accordance with service delivery data being entered into Apricot 360. DVP staff will also be able to ensure that CBOs are meeting their

contract deliverables in terms of numbers of clients served through unique client enrollments rather than repeated or ongoing enrollment of the same clients.

3. Ongoing process evaluation: DVP data and evaluation staff will be able to periodically review client data to determine the frequency and quality of services being rendered to ensure that they comply with DVP service delivery models. DVP staff will also be able to easily understand and describe the population of individuals accessing services funded by the DVP and their patterns of service enrollment, uptake, dropout, completion, reenrollment, etc. to determine whether modifications in services models are needed.

**9. Clarity is needed regarding 'direct service staff' and 'supervision staff', and what is meant by 'milestones'. I do not understand at all how a CBO attempting to provide support and services for extremely vulnerable (and most likely confused and upset people) can be 'milestoned.'**

The following sentence is included under the *Authorized Use* section of the Apricot 360 Use Policy: “Direct service staff include individuals such as case managers and life coaches who work directly with clients to deliver services or programming. Supervision staff are supervisors of direct service staff.”

Milestones are goals or accomplishments reached by a client, such as graduation from high school, getting a job, or reconnecting with a family member. These are regular elements of case management and life coaching that have been documented for years and are very common in the fields of youth development and violence prevention. An excerpt from *A Research-Based Practice Guide to Reduce Youth Gun and Gang/Group Violence* published by The Urban Institute in January 2022 instructs practitioners to do the following: “*Set progress metrics for youth participants that include positive youth development outcomes, and measure success in terms of incremental changes or milestones. Program staff understand success not only in terms of reducing shootings, but also in terms of life changes and progress for participating youth.*”

**10. Who and how will data be provided to the as yet unspecified external evaluator? The data are allegedly encrypted. The evaluator might easily be able to de-anonymize the data.**

Urban Institute has been selected by the City Administrator’s Office as the evaluator for Measure Z-funded services from July 1, 2022, through June 30, 2025. This evaluator was chosen through the City of Oakland’s standard request for qualifications process. Personally-identifiable information for clients served by the DVP and contracted CBOs will only be provided to Urban Institute for clients who have signed a consent form agreeing to have their identifiable data shared with a third-party evaluator. For clients who do not sign a consent form, evaluators from Urban Institute will receive deidentified or aggregate data. All data shared with Urban Institute and any other external evaluators will be downloaded from Apricot 360 by SSG staff and shared via a secure file transfer method.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF OAKLAND

AND

SOCIAL SOLUTIONS GLOBAL, INC.

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DRAFT

**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:** Apricot Security and Hosting Statement
- Exhibit 3:** Contract Compliance Provisions
- Exhibit 4:** Insurance Requirements and Certificate of Liability Insurance
- Exhibit 5:** City Schedules
- Exhibit 6:** Waiver of Performance Bond

**THE PARTIES TO THIS AGREEMENT CONVENANT AND AGREE AS  
FOLLOWS:**

**1. Definitions**

When used in this Agreement and the attached Exhibits 1-6, the following terms shall have the definitions specified in this Section 1:

"Administrator" means the dedicated and named City User identified as the individual who shall be responsible for assigning City Users and Program Grantees’ Users, to attend and complete

training, administer licenses and to be the technical point of contact on City's behalf pertaining to support and services.

"Apricot 360 System" means the cloud-based case management database with ten (10) gigabytes of storage that Contractor will customize for use by City and Program Grantees for data collection and analysis regarding violence prevention and intervention programs administered by City and Program Grantees.

"City Data" means any data, information, or material City or any City User enters into the Apricot 360 System.

"Data" means City Data and Program Grantee Data.

"Documentation" means the user instructions, release notes, manuals and on-line help files as updated by Contractor from time to time, in the form generally made available by Contractor, regarding the use of the Apricot 360 System.

"Error" means a material failure of the Apricot 360 System to conform to its functional specifications described in the Documentation.

"Independent City Activity" means: (i) use of equipment by City not provided or previously approved by Contractor; or (ii) negligent acts or omissions or willful misconduct by City or its Users.

"Internet Unavailability" means City's inability to access, or Contractor's inability to provide, the Apricot 360 System through the Internet due to causes outside of Contractor's direct control, including, but not limited to: (i) failure or unavailability of internet access; (ii) unauthorized use, theft or operator errors relating to telephone, cable or Internet service provider; (iii) bugs, errors, configuration problems or incompatibility of equipment or services relating to City's computer or network; or (iv) failure of communications networks or data transmission facilities, including without limitation wireless network interruptions.

"Program Grantee" means an entity that receives grant funding from City for the provision of violence prevention services and programming.

"Program Grantee Data" means any data, information, or material Program Grantee or any Program Grantee User enters into the Apricot 360 System.

"Services" means Contractor's provision of access to the Apricot Software, the design of the Apricot 360 System, and related network, licensing, technical support, and consultation services.

"SOC2" stands for System and Organizational Controls, and means an auditing procedure that ensures secure data management and privacy standards are upheld.

"Standard Operating Procedures" or "SOPs" set of step-by-step instructions compiled by an organization to help workers carry out routine operations.

"User" or "Named User" means an individual identifiable by a name and excludes concurrent users. When used as a stand-alone term, "User" shall refer to both City's Users and Program Grantees' Users.

## **2. 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.

## **3. 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 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 5; and
  2. A completed set of the City of Oakland Schedules which shall be attached to this Agreement as Exhibit 5.

## **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**

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. Contractor shall be paid as described in the SOW.

## **6. System Security**

Contractor understands and agrees that, in the performance of the work or Services under this Agreement or in contemplation thereof, City owns the City Data and Program Grantees own Program Grantee Data. City shall in its sole discretion determine how City Data may be used and/or shared. The City may use and share Program Grantee Data only as permitted by agreement between that Program Grantee and the City. Contractor's access to City Data and Program Grantee Data is conditioned upon Contractor's agreement that all City Data disclosed by the City to Contractor, and all Program Grantee Data disclosed by a Program Grantee to Contractor, is proprietary and confidential. Contractor shall hold all Data in confidence and may use it only in the performance of this Agreement. Contractor will not be responsible for the content of the Data.

As is set forth with specificity in the SOW, Contractor agrees and covenants to collect and store City's Data and all Program Grantee Data in the Apricot 360 System by means of which Contractor further agrees and covenants will provide industry standard 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 and/or Program Grantee Data could seriously harm the City, Program Grantees, and other third parties. Contractor further acknowledges that, in entering into this Agreement, 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 all City Data and Program Grantee Data against unauthorized access ("Breach") in accordance with industry standards.

Contractor will implement reasonable and appropriate measures designed to secure all Data against accidental or unlawful loss, access, or disclosure. Contractor will perform back-ups in accordance with Contractor's back-up daily schedule. Data is automatically encrypted while at rest within the Apricot 360 System and in transit. Contractor will use industry-standard cipher key, intrusion detection system (IDS), virus scanning, automated system checks, and remote logging to guard against unauthorized access. Contractor utilizes data centers that are staffed 24x7 by trained security guards, and access must be strictly authorized. The cloud infrastructure has been designed and managed to adhere to ISO 27001:2013 for Penelope products and SOC2 standards and procedures for Apricot and ETO products.

In recognition of City's reliance on the Apricot 360 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 the Apricot 360 System, (b) unauthorized access to City Data which is not attributable to City, and/or (c) unauthorized access to any Program Grantee Data which is not attributable to the Program Grantee that owns the Program Grantee Data.

## **7. Independent Contractor**



- (a) Rights and Responsibilities. 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 as stated in the SOW.
- (c) it will use all reasonable efforts, including appropriate testing, to ensure that the Apricot Software and the Apricot 360 System do 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 Apricot 360 System and related network, licensing, technical support, and consultation services and all results of the Services delivered to City hereunder, including all required Intellectual Property Rights therein.
- (e) 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, or take possession of the Deliverables provided to City by Contractor or Contractor’s subcontractors except in accordance with the provisions of this Agreement.
- (f) **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 Deliverable described in the SOW, 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 from the City's receipt of the Deliverable (the "Acceptance Period") 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 has been completed to the City's satisfaction.

- (a) If such Deliverable is 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 has not been completed to the City's satisfaction, 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 correct any identified deficiencies, 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 of 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 or is defined by the terms of this Agreement as confidential, and includes but is not limited to all Data, 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 breach of its obligations hereunder by the receiving Party subsequent to the time of the disclosure thereof, (d) is or was independently developed by the 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 the receiving Party's knowledge, was not bound by any confidentiality obligation related to such Confidential Information; or (f) 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, and (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. The obligations of Contractor set forth in this Article 11 will not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by City in connection with any present or future product or service of Contractor, and, accordingly, neither Contractor nor any of its clients or business partners will have any obligation or liability to City with respect to any use or disclosure of such information.

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. 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 rejected unless Contractor and City mutually agree otherwise in writing.

**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, asserted by a third party (collectively referred to herein as "Actions") caused by or arising out of any:
  - (i) Actions taken by Contractor that render the Apricot Software and/or the Apricot 360 System unusable or inoperable, or that otherwise interfere with the City's rights under this Agreement with respect to the Apricot Software, the Apricot 360 System and all associated Services;
  - (ii) Gross negligence or willful misconduct in the course of performance by Contractor under this Agreement;
  - (iii) Claim for personal injury (including death) or property damage to the extent based on the strict liability or caused by the gross negligence, or

willful misconduct of Contractor in the course of its performance under this Agreement; or

- (iv) 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 Apricot Software, when used in accordance with this Agreement infringes upon or violates the registered patent or copyright of any third party. If the Apricot Software will become the subject of an Action or claim of infringement or violation of the registered patent or copyright of a third party, then in addition to its obligation to indemnify City hereunder, Contractor shall, at its sole expense and after obtaining the City's written consent which shall not be unreasonably withheld: (1) procure for City the right to continue using the Apricot Software; or (2) replace or modify the Apricot Software so that no infringement or other violation 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 Apricot Software. The foregoing obligations of Contractor do not apply (i) to the extent that the alleged infringement results from any change, or any development or configuration made in whole or in part in accordance with City's specifications, made by City or by any third party for City, (ii) if the infringement claim could have been avoided by using an unaltered current version of the Apricot Software which was provided by Contractor, (iii) to the extent that the infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Contractor, or any material from a third party portal or other external source that is accessible to City within or from the Apricot Software (e.g., a third party web page accessed via a hyperlink), (iv) to the extent that the infringement claim is based upon the combination of any material with any products or services not provided by Contractor, (v) to the extent that the infringement claim is caused by the provision by City to Contractor of materials, designs, know-how, software or other intellectual property with instructions to Contractor to use the same in connection with the Apricot Software, or (vi) to the extent that City is in material breach of its obligations under the terms of this Agreement.
  
- (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 Exhibit 4 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) **Transition Services after Termination.** In connection with the expiration or other termination 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.
- (e) **Transition of Data at Termination.** Prior to termination of this Agreement, City and Program Grantees may access and download their respective data at any time at no charge. Upon termination of this Agreement, should City elect Contractor's assistance in the extraction of all Data, including any attachments, separate fees shall apply for the transition of said Data. Such transition must occur within thirty (30) days of termination or expiration of this Agreement. In no event shall Contractor be responsible for retaining Data for a period in excess of thirty (30) days after the termination or expiration of this Agreement unless otherwise required by law.

## **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. 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.

**20. Assignment**

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 may not assign this Agreement or any of the rights or obligations hereunder without the prior written consent of Contractor, which shall not be unreasonably withheld. Either party’s consent to any assignment shall be conditioned upon the assignee agreeing to be bound by this Agreement. 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 either party 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.

**21. Agents/Brokers**

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.

**22. Publicity**

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.

**23. Conflict of Interest**

(a) Contractor

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 be responsible for any breach of these provisions governing conflict of interest by any of its subcontractors.
- (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.

**24. 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.

**25. 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 shall 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.

**26. Headings**

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

**27. 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 or City regardless of the drafter of such part.

**28. 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.

**29. 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.

**30. Counterparts**

This Agreement may be executed in any number of identical counterparts, including, without limitation, by electronic means such as e-signature or portable document format (.pdf) for the convenience of the parties, any set of which signed by both parties shall be deemed to constitute a complete, executed original for all purposes. Signatures hereto transmitted by electronic means shall be effective as original signatures.

**31. 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.

**32. 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.

**33. 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.

**34. Modification**

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

**35. Notices**

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, via email 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: \_\_\_\_\_  
Email: \_\_\_\_\_

Contractor

Social Solutions Global, Inc.  
10801-2 N. MoPac Expressway, Suite 400  
Austin, TX 78759  
Attention: Legal Department  
Email: legal@socialsolutions.com

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.

**36. 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.

**37. 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.

**38. Survival**

Sections 1, 3, 8, 11, 12, 14, 15, 22, 36 of this Agreement, along with any other provisions which by their terms survive, shall survive the expiration or termination of this Agreement.

**39. 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.

**40. 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)

# EXHIBIT 1

## STATEMENT OF WORK

This EXHIBIT 1 is the Statement of Work (“SOW”) and Schedule of Products and Services for the Professional Services Agreement between the City of Oakland (“City”) and Social Solutions Global, Inc. (“Contractor”). In the event of any conflict between the terms and conditions of this SOW and the Professional Services Agreement between the City and Contractor (“Agreement”), the Agreement’s terms shall prevail.

All capitalized terms used in this SOW shall have the definitions set forth in Section 1 of the Agreement.

### 1. PROJECT SCOPE

Contractor avers and covenants to deliver a database management system for City’s violence prevention programs by performing the following work: (1) Design and implement a customized Apricot 360 System; (2) Establish and maintain user licenses that provide access to the Apricot 360 System for City and Program Grantee staff; and, (3) Provide ongoing training and technical support to City and Program Grantee staff.

### 2. SYSTEM DESIGN AND IMPLEMENTATION

Contractor avers and covenants to complete the following phases by **December 31, 2022**:

- A. Project Management: Contractor will provide day-to-day project leadership and, in consultation with City, define project priorities. Contractor will discuss current data management and reporting processes with City’s designated staff, including the aspects of these processes that City wishes to duplicate and the aspects of these processes that City wishes to avoid. Contractor will build and communicate to City a project plan that will describe each step to be taken in designing the Apricot 360 System for use by the City and its Program Grantees.
- B. System Design: Contractor will provide system design services, including the creation of data entry forms and fields, assigning these data entry forms and fields to particular Program Sub-strategies and activity areas, and giving the Program Grantees access to the data entry forms that are appropriate to the services they provide. Deliverables 1-4 detailed below are to be completed by **December 31, 2022**.
  - a. Deliverable 1: Uploading existing spreadsheets and Data into Apricot 360 System
  - b. Deliverable 2: Configuring various data entry forms and fields according to City’s specifications
  - c. Deliverable 3: Assigning data entry forms to particular Program Sub-strategies and activity areas

- d. Deliverable 4: Fully functioning Apricot 360 System, customized to the City’s specifications.
- e. Deliverable 5: Granting Program Grantees access to the Apricot 360 System.

Table 1. Payment details

Service	Billing frequency	Hourly rate	Projected hours	Total Cost	Anticipated invoice date
Project management	Once	\$200	75	\$15,000.00	12/31/2022
System design	Once	\$200	226	\$45,200.00	12/31/2022
<b>Total Estimate</b>				<b>\$60,200.00</b>	

### 3. TRAINING AND TECHNICAL SUPPORT

Contractor avers and covenants to provide the following initial training and technical assistance by **December 31, 2022**:

- A. Apricot Train-the-Trainer: Contractor will provide training to City staff on training other users. This will include a kickoff meeting to discuss training needs, a slide deck, script, notes, and demo instructions to be used for training users, and a 4-hour training session for up to 12 attendees.
- B. Apricot Custom End User Training: Contractor will provide training to 144 users on the Apricot 360 System. This will include a kick-off meeting, slide deck, and 12 3-hour training sessions for up to 12 attendees in each session.

It is City’s responsibility to ensure that all Users receive training services sufficient to enable all Users to effectively access and use the Apricot 360 System.

Contractor avers and covenants to provide the following training and technical support on an annual basis throughout the duration of the Agreement:

- A. Apricot Advanced Training Subscription: Contractor will provide access to one administrator training class per quarter for the entire duration of the Agreement.
- B. Apricot Diamond Support: Contractor will provide 96 hours of advanced support consultation and technical assistance per year to City and its Program Grantees.
- C. Apricot 360 Basic Training Package: Contractor will provide licenses for all users of the Apricot 360 System to online webinars and training library.

Table 2. Payment details

Service	Billing frequency	Total cost	Anticipated invoice date
Apricot Advanced Training Subscription	Annually	\$900.00	12/21/2022
		\$1,800.00	6/30/2023
		\$1,800.00	6/30/2024
		\$1,854.00	6/30/2025
		\$1,946.70	6/30/2026
Apricot Diamond Support	Annually	\$8,100.00	12/31/2022
		\$16,200.00	6/30/2023
		\$16,200.00	6/30/2024
		\$16,686.00	6/30/2025
		\$17,520.30	6/30/2026
Apricot 360 Basic Training Package	Annually	Free	N/A
Apricot Train-the-Trainer	Once	\$1,200.00	12/31/2022
Apricot Custom End User Training	Once	\$9,600.00	12/31/2022
<b>Total</b>		<b>\$84,207.00</b>	

**4. SUBSCRIPTION SERVICES**

Contractor avers and covenants to provide subscription services on an annual basis through the duration of the Agreement, with access to begin **July 31, 2022:**

Table 1. Service Deliverable

Service	Description of work	Completion date
Apricot 360 Bundle	The Apricot 360 Bundle includes 10GB of database storage with two User licenses designated with Administrator privileges, and 150 annual user licenses. Each Administrator seat is provided with basic training. Additional licenses for users or designated Administrators may be purchased on a per-user basis. Purchased licenses may be transferred between users an unlimited number of times without additional cost.	6/30/2027

Table 2. Payment details

Service	Billing frequency	Total cost	Anticipated invoice date
Apricot 360 bundle	Annually	\$40,014.00	12/31/2022
		\$80,028.00	6/30/2023
		\$80,028.00	6/30/2024
		\$82,428.84	6/30/2025

Service	Billing frequency	Total cost	Anticipated invoice date
		\$86,550.28	6/30/2026
<b>Total</b>		<b>\$369,049.12</b>	

A. Environment. Contractor will provide City online access to and use of the Apricot 360 System via the Internet by use of a City-provided browser. The Apricot 360 System will be hosted and maintained by Contractor or its designated third-party supplier or data center. City is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Apricot 360 System, including but not limited to Internet access and adequate bandwidth.

B. Service Availability. Contractor will use commercially reasonable efforts to make the Apricot 360 System generally available for City’s use at all times. Contractor will use commercially reasonable efforts to make the Apricot 360 System available for City’s use at an uptime percentage of 99.9% (“Service Availability”) during the hours of 8:00 am to 8:00 pm Central Standard Time US. Service Availability does not include interruption of service as a result of (i) downtime for scheduled or emergency maintenance (ii) Internet Unavailability, (iii) Independent City Activity or (iv) force majeure events or any other events that are not under Contractor’s control.

C. Support Services. Support services provided by Contractor for the Apricot 360 System include (i) technical support and workarounds so that the Apricot 360 System operates in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, all of which are provided under Support policies (as may be amended by Contractor from time Contractor to time) in effect at the time the Support services are provided (“Support”). Updates include bug fixes, patches, error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new Services and modules or functionality for which Contractor generally charges a separate fee. Support is provided solely to the number of Administrators specified in this Statement of Work. Contractor is under no obligation to provide Support with respect to: (i) Services used other than in accordance with the Documentation; (ii) discrepancies that do not significantly impair or affect the operation of the Service; (iii) Errors or malfunction caused by City or its users’ failure to comply with the minimum system requirements as provided by Contractor or by use or upload of non-conforming City Data, or by Independent City Activity; or (iv) Errors and malfunction caused by any systems or programs not supplied by Contractor.

D. Limited License. Contractor hereby grants City and its Program Grantees a personal, non-exclusive, limited worldwide license to remotely access and use the Apricot 360 System during the term of this Agreement subject to the terms and conditions of the Agreement. City agrees to limit access to the Apricot 360 System to the number of Users identified herein.

E. User Administration. City is solely responsible for the administration, authorization, and termination of all User identifications and passwords to access and use the Apricot 360 System. City agrees to immediately notify Contractor of any unauthorized use of the Apricot 360 System, or any other breach of security suspected or known to City. Fees for the Services are based on

the number of Users communicated to Contractor. City shall report to Contractor no less than annually the number of Users. Any increase in the number of Users in excess of the established limit(s) stated herein will result in an increase in the annual Service Fees.

F. Storage space. Storage space is allotted at 10GB. City may purchase additional storage space at Contractor's then prevailing rates. System reviews of the amount of storage space being used by City will be performed periodically. If City is using more than the allotted storage space, Contractor will immediately notify City in writing. City will be invoiced for the additional storage usage upon the earlier of (i) discovery of the storage space overage or (ii) then next invoice cycle.

## **CONTINGENCY**

The Agreement includes \$10,000 in additional funding to cover additional service needs for the City in any of the three categories of work: (1) System Design and Implementation; (2) Training and Technical Support; and (3) Licensing.

DRAFT

Social Solutions Global, Inc. (“SSG”) takes comprehensive measures to attempt to ensure that data is kept safe, confidential and recoverable in the case of a disaster. Social Solutions’ office sits behind a firewall which extensively controls, tracks, and reports access to our internal infrastructure. Our software meets current required HIPAA standards.

## Data Security

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 and SSG fault tolerant software and journaling file systems.

## Encryption

Social Solutions uses state-of-the-art equipment and technology to safeguard the confidential nature of your data. Your data is automatically encrypted while in transit between your computer and our servers as well as while in the database. Social Solutions uses the largest commercially available SSL cipher key size of 2048 bits. Users access Apricot® software web application servers via secure HTTPS connection.

## SOC2

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<sup>1</sup>. 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
- ✓ Redundant water, power, telecommunications, and internet connectivity to maintain continuous operations
- ✓ 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<sup>2</sup>. AWS adheres to: SOC 1/SSAE 16/ISAE 3402 (formerly SAS70) SOC 2 SOC 3 PCI DSS Level 1 ISO 270012

<sup>1</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/Security/AWS\\_Security\\_Whitepaper.pdf](https://d0.awsstatic.com/whitepapers/Security/AWS_Security_Whitepaper.pdf)

<sup>2</sup> For additional information visit: [https://d0.awsstatic.com/whitepapers/compliance/AWS\\_Compliance\\_Quick\\_Reference.pdf](https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf)



## EXHIBIT 3

### 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 subconsultant(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 apply 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 must 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, Exit Report and Affidavit 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, prior to 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, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Consultant Team, 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 1<sup>st</sup> 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) Minimum Wage Ordinance

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 15<sup>th</sup> 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](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 Exhibit 4 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](mailto: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 be 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.

## EXHIBIT 4

### Schedule Q INSURANCE REQUIREMENTS IT Professional/Cyber Liability Exposures

a. General Liability, Automobile, Workers' Compensation and Professional Liability

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:
- The retroactive date must be shown and must be before the date of the contract or the beginning of work.
  - Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
  - 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 Date* 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**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Missouri, LLC 11975 Westline Industrial Dr  St Louis MO 63146		<b>CONTACT NAME:</b> Sara Giocolo <b>PHONE (A/C, No, Ext):</b> (314) 523-8800 <b>FAX (A/C, No):</b> (314) 453-7555 <b>E-MAIL ADDRESS:</b> Sara.Giocolo@assuredpartners.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Fire Insurance Co of Hartford	<b>NAIC #</b> 20478
		<b>INSURER B:</b> Valley Forge Insurance Company	20508
		<b>INSURER C:</b> The Continental Insurance Company	35289
		<b>INSURER D:</b> American Casualty Company of Reading, PA	20427
		<b>INSURER E:</b> Columbia Casualty Company	31127
		<b>INSURER F:</b>	
<b>INSURED</b> Social Solutions Global, Inc. 10801-2 North MoPac Expressway Suite 400 Austin TX 78759			

**COVERAGES****CERTIFICATE NUMBER:** 20/21 Social Solutions**REVISION NUMBER:**

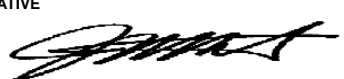
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			6018205628	07/17/2021	07/17/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 15,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<b>AUTOMOBILE LIABILITY</b>			6018205564	07/17/2021	07/17/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
							\$		
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			6018205581	07/17/2021	07/17/2022	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DED	RETENTION \$					\$		
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			6079054730 / 6079054727	07/17/2021	07/17/2022	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Tech E&O / Cyber Liability			596583474	07/17/2021	07/17/2022	Each Claim	\$5,000,000	
							Aggregate	\$5,000,000	
							Retention	\$25,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Collision Deductible: \$1,000  
 Comprehensive Deductible: \$100  
 City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers are included as Additional Insured for Commercial General Liability if required by written contract. Waiver of Subrogation provided for Workers Compensation if required by written contract. 60 Days Notice of Cancellation provided if coverage is cancelled prior to the expiration date.

**CERTIFICATE HOLDER****CANCELLATION**

City of Oakland Department of Violence Prevention 250 Frank H Ogawa Plaza  Oakland CA 94612	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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# Combined Contract Schedules

Project Name: \_\_\_\_\_

Business Name: Social Solutions Global, Inc. Phone (877 ) 441-2111 Email: legal@socialsolutions.com

Address 10801-2 N. MoPac Expwy, Suite 400 City Austin State TX Zip 78759

Federal Taxpayer ID Number: 52-2277149 City of Oakland Business License Number: \_\_\_\_\_

**Schedule B-1 and C-1 – (Declaration of Compliance with the Arizona Resolution 82727 and Declaration of Compliance with the Americans with Disabilities Act)**

- I declare under penalty of perjury that my company is **NOT** headquartered in Arizona. OR
- I declare under penalty of perjury that my company **is** headquartered in Arizona and my proposal/bid should be considered because \_\_\_\_\_

I declare under penalty of perjury that my company will comply with the City Of Oakland **American with Disabilities Act** obligations.

**Schedule D – (Ownership, Ethnicity and Gender)** *Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY.*

**Part I - Ownership & Ethnicity of Prime:** (Please check one and explain below)

- Self Employed, Name of Owner \_\_\_\_\_  Corporation, State of Incorporation Delaware
- Partnership, General or Limited \_\_\_\_\_ Names of Partners \_\_\_\_\_
- Joint Venture, Names of Participants \_\_\_\_\_

**Ownership Interests**

*All owners must be listed in this information*

Ethnicity	African American	American Indian/ Alaskan Native	Asian /Pacific Islander	Caucasian	Filipino	Hispanic	Other
Number of Owners							1
% Of Total Ownership							100
Women							
Joint Venture Ownership							

**Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.:** Please list certification type, certification number and expiration date. Please attach a copy of the certification letter if available. N/A

**Part III - Ethnicity and Gender of Employees:**

Employment Category	Total Employees	Oakland Residents	Male						Female					
			African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other	African American	Native American / Native Alaskan	Asian / Pacific Islander	Caucasian	Hispanic	Other
Project Management		0												
Professional		0												
Technical		0												
Clerical		0												
Trades		0												

**Schedule K – (Pending Dispute Disclosure)**

1. Are you or your firm involved in a pending dispute or claim Against the City of Oakland or its Agency? **(Please circle one)**    Yes    No X
2. If “Yes”, please list existing and pending lawsuit(s) and claim(s) with the title, contract date, brief description of the issues, officials or staff persons involved in the matter and the City department/division administering the contract. Contract Title and Number: \_\_\_\_\_  
 Date: \_\_\_\_\_ Official(s), Staff person(s) involved: \_\_\_\_\_ Administering Department/Division: \_\_\_\_\_  
 Issues: \_\_\_\_\_ (check) \_\_\_\_\_ *Additional Disputes listed on Attachment*

**Schedule M – (Independent Contractor Questionnaire) – PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR**

Please answer questions “yes” or “no” whenever possible. When a more extensive explanation is required and there is no space on this form, please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you.

**NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING “ACTIVE” STATUS. CORPORATIONS ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN.**

	Yes	No
1. Have you performed services for the City in any year(s) prior to 20__? If yes, please indicate which years.		X
2. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction. _____		X

	Yes	No
3. Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.		X
4. Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract		X
5. Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.		X
6. Please provide the date on which you expect to complete your services under the contract (dd/mm/yy). Unknown at this time		
7. In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies.		X
8. If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?		
9. Other than the above-referenced supplies and equipment, do you anticipate incurring any <u>un-reimbursable</u> out-of-pocket expenses in the performance of the contract with the City? If yes, please describe.		X
10. Do you have federal and state employer identification numbers? If so, please provide these numbers.		
11. <u>Within the past two years</u> have you performed the same type services (as called for in the contract) for any client or customer <u>other than</u> the City? If yes, please identify the client or customer and briefly describe the services performed. SSG has 3,000 Customers	X	
12. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed. SSG has 3,000 Customers	X	
13. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy.		X
14. Do you have your own <u>employees</u> to help you perform the services called for by your contract? (Do not refer to independent contractors you may use to assist you.)	X	
15. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.		X
16. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address. 10801-2 N. MoPac Expy, Suite 400, Austin, TX 78759	X	
17. With regard to the following, please indicate whether you have:		
a. an existing business letterhead? (please attach)	X	
b. an existing business phone number other than your home number? (please indicate # along with area code) 877-441-2111	X	
c. filed for a fictitious business name? If yes, please attach a certified copy of the County issued certificate and an affidavit of publication.		X
d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts.	X	
18. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City? www.socialsolutions.com	X	
19. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.		X



**Section B. Compliance**

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? **(Please circle one) Yes**  
 (2) Does your company provide or offer access to any benefits to employees with domestic partners? **(Please circle one) Yes**

**Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES**

Benefits	Offered to Employees only	Offered to Employees and their spouses	Offered to Employees and their Domestic Partners	Not Offered at all	Documentation attached
Health	X	X	X		
Dental	X	X	X		
Vision	X	X	X		
Retirement (Pension, 401K, etc)	X				
Bereavement	X				
Family Leave	X				
Parental Leave	X				
Employee Assistance Program	X				
Relocation & Travel	X				
Company Discount, Facilities & Events	X				
Credit Union				X	
Child Care				X	
Other					

(1) CFAR is a City Financial Recipient. (2) Domestic Partner is defined as a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

**Schedule P – (Nuclear Free Zone - Ordinance 11478 C.M.S.)**

- I declare under penalty of perjury that I have read Ordinance 11478 C.M.S. titled “An Ordinance Declaring the City of Oakland a Nuclear Free Zone and Regulating Nuclear Weapons Work and City Contracts with and Investment in Nuclear Weapons Makers”, as provided on the City’s website, see “footnote” below I certify that my firm conforms with the conditions as defined in Ordinance 11478 C.M.S.
- I declare that my company is **NOT** in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because
- 

**Schedule U – (Compliance Commitment Agreement)**

- I have read the City of Oakland’s Local/Small Local Business Enterprise Program (L/SLBE) and declare that **I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to certified Oakland Local Truckers.** If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a

penalty equal to 1 and 1/2 times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for **professional services** contracts as the prime consultant. *The L/SLBE Program is not applicable on Caltrans Federal Highway Administration (FHWA) funded DBE projects.*

As prime contractor for this project, I agree to use the City of Oakland’s Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed “Exit Report and Affidavit form” located on the City’s website (see the link below).

**Schedule V – (Affidavit of Non-Disciplinary or Investigatory Action)**

I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action against the Firm. If such action has been taken, attached hereto is a detailed<sup>ps</sup> explanation of the reason for such action, the party instituting such action and the status or outcome of such action. Initial: KS

**Oakland’s Minimum Wage Law – (Resolution 85423 C.M.S. - Oakland Municipal Code Section 5.92, et seq.)** I certify that I have read Oakland’s minimum wage law and I am in full compliance with all its provisions. Initial: N/A

**Affirmative Action** - I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate against any employee or applicant for employment<sup>ps</sup> because they are disabled veteran of the Vietnam era and shall insure compliance with all provisions of 41CFR60-250.4 where applicable. Initial: KS

**By signing and submitting this combined schedules form the prospective primary participant’s authorized representative hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct.**

Print Name: Kenneth Saunders Title: CFO

Signature: *Kenneth Saunders* Date: 3/8/2022

DocuSigned by:  
73AFA5B2F2EF403...

**PLEASE NOTE:** Detailed descriptions of all policies represented in this combined form may be found at Contracts and Compliance website “Policies and Legislation” address <https://www.oaklandca.gov/documents/contracting-policies-and-legislation> For an electronic copy of this combined form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address <https://www.oaklandca.gov/documents/contracts-and-compliance-forms-and-schedules>. **This form must be dated within 30 days of the contract award.**

## SCHEDULE E PROJECT CONSULTANT TEAM LISTING

To be completed by prime consultants only.

Date \_\_\_\_\_



**Note:**  
The consultant herewith must list all subconsultants regardless of tier and their respective percentages of the project work. No other subconsultants, other than those listed below shall be used without prior written approval by the City of Oakland. Provide all information listed and check the appropriate boxes. Firms must be certified with the City of Oakland in order to receive Local/Small Local Business Enterprise credits.

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Type of Work	Company Name	Address and City	Phone Number	% of Project Work	Dollar Amount	Subcontractor	Local (LBE)	Small Local (SLBE)	* Ethnicity	** Gender

Attach additional page(s) if necessary.  
**Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.**  
 \* (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)  
 \*\* (M = Male) (F = Female)



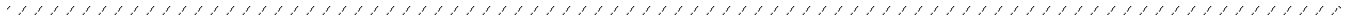


**Schedule I**

**“Sanctuary City Contracting and Investment Ordinance”**

United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), and Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) Prohibition.

This Schedule must be submitted with all proposals or bids by all contractors/Consultants and their sub-contractors/subconsultants, and all vendors seeking to do business with the City of Oakland. Compliance must be established prior to full contract execution.



I, (name) Kenneth Saunders, the undersigned, CFO of Social Solutions Global, Inc.  
(Position/Title)

(Business Entity) - hereinafter referred to as Business Entity and duly authorized to attest on behalf of the business Entity), declare the following:

1. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with the United States Immigration and Customs Enforcement (ICE), Customs and Border Protection (CBP), or the Department of Health and Human Services Office of Refugee Resettlement (HHS/ORR) to provide services or goods for data collection or immigration detention facilities. The term “data collection” includes the collection of information (such as personal information about consumers) for another purpose from that which it is ultimately used, datamining in large data bases for trends and information, threat-modeling to identify probable attackers to computer systems, predictive risk analysis to predict future events, and similar services. Additionally, this business entity does not anticipate a contract with ICE, CBP, or HHS/ORR for such work for the duration of a contract/contracts with the City of Oakland.
2. The appropriate individuals of authority are cognizant of their responsibility to notify the City’s Project Manager and invoice reviewer or the City Administrator’s Office, Chief Privacy Officer if any of this Business Entity’s subsidiaries, affiliates, or agents are under contract with ICE, CBP, or HHS/ORR for the purposes listed above.
3. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit a declaration on company stationery attached to each invoice that the company remains in compliance with the ICE, CBP, and HHS/ORR Prohibition and will not seek or secure a contract with ICE, CBP, or HHS/ORR.
4. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance), this business entity agrees to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the ICE, CBP, and HHS/ORR Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
5. If this business entity fails to disclose a contract with ICE, CBP, or HHS/ORR to provide services for data collection or immigration detention facilities, the relevant persons may be guilty of a misdemeanor and up to a \$1,000 fine. Additionally, the City Administrator may to the extent permissible by law, remedy any such violations and may use all legal measures available to rescind, terminate, or void contracts in violation.
6. I declare under penalty of perjury that the above will not, have not, and do not plan to contract with ICE, CBP, or HHS/ORR to provide services or goods for data collection or immigration detention facilities.



**CITY OF  
OAKLAND**

**PLEASE COMPLETE AND SIGN**

I declare that I understand Ordinance #13540 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

or

I declare that I understand Ordinance # 13540 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Kenneth Saunders CFO	DocuSigned by: <i>Kenneth Saunders</i>	3/8/2022
<hr/>		
(Printed Name and Signature of Business Owner)		(Date)

Social Solutions Global, Inc.	10801-2 N. MoPac Expwy, Suite 400, Austin, TX 78759
<hr/>	
(Name of Business Entity)	(Street Address, City, State, and Zip Code )

Janis Holdings Company, LLC
<hr/>
(Name of Parent Company) (If applicable)

Contacts:  
 Office Phone: 877-441-2111 Cell Phone: \_\_\_\_\_ email: legal@socialsolutions.com

**For Office Use Only:**

Approved/Denied/Waived

(signed) \_\_\_\_\_ Date \_\_\_\_\_

Authorized Representative

Date

SCHEDULE I DB/DM 2019



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS  
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative Nancy Ceja Phone (510) 387-6070 Project Spec No. \_\_\_\_\_

Department Violence Prevention Contract/Proposal Name \_\_\_\_\_

This is an \_\_\_\_\_ Original \_\_\_\_\_ Revised form (check one). If Original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Submission (check one) \_\_\_\_\_ Bid \_\_\_\_\_ Proposal \_\_\_\_\_ Qualification \_\_\_\_\_ Amendment \_\_\_\_\_

**Majority Owner** (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name \_\_\_\_\_ Phone \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland and the Oakland Redevelopment Agency during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Position

To be Completed by City of Oakland after completion of the form

Date Received by City: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

Date Entered on Contractor Database: \_\_\_\_/\_\_\_\_/\_\_\_\_ By \_\_\_\_\_

# SCHEDULE W BORDER WALL PROHIBITION

(This form is to be completed by Contractors and their sub-contractors, and all Vendors seeking to do business with the City of Oakland)

I, Kenneth Saunders, the undersigned, a  
(Name)  
CFO of Social Solutions Global, Inc.  
(Title) (Business Entity)

(hereinafter referred to as Business Entity am duly authorized to attest on behalf of the business Entity)

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator’s Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called “Border Wall”.

I declare that I understand Ordinance #13459 C.MS. Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand Ordinance #13459 C.MS. Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

Kenneth Saunders, CFO DocuSigned by:  
Kenneth Saunders 3/8/2022  
(Printed Name and Signature of Business Owner) (Date)

Social Solutions Global, Inc. 10801-2 N. MoPac Expwy, Suite 400, Austin, TX 78759  
(Name of Business Entity) (Street Address City, State and Zip Code)

Janis Holdings Company, LLC  
(Name of Parent Company)



## Request to Waive Bond(s) for Purchase of Technology Products, Licenses and/or Services.

*TO BE SIGNED BY DEPARTMENT HEAD. SUBMIT REQUEST BEFORE RELEASE OF SOLICITATION (RFP/RFQ/RFI/BID)*

**REQUESTOR INFORMATION**

Requester's	Name	Title	Dept.
Signature/Date:			Date
Dept. Head's Approval:	Signature	Date	
Print Name	Title		

Waiver Request is \_\_\_ before or \_\_\_ after release of RFP/RFQ/RFI/Bid. Copy of RFP/RFQ/RFI/Bid attached \_\_\_Y \_\_\_N  
 Company/Vendor Name \_\_\_\_\_

**GENERAL STATEMENT OF PURPOSE**

Performance bonds protect the City's investments in technology and are required for large, turn-key IT solution projects where there are risks associated with project delays or only partial project completion. In most cases, it is too costly for the City to implement a large IT project that has only been partially completed. Costs of completion may include products, software licenses and/or technical (i.e., specialized services we deem "professional services") services needed to complete the project, and may exceed the costs under the original contract. If a contractor defaults or otherwise fails to complete a project, the bond provides a monetary source to, among other things: 1) pay team members/subcontractors and suppliers that have not been paid for work and products already delivered and accepted, and 2) cover the costs of procuring remaining products, licenses and/or specialized services needed complete the project that exceed the cost of the original contract price. The City Administrator has the authority to waive performance bonds for technology product, licenses and/or technology services purchases, and may consider doing so in very limited circumstances if it is determined that requiring a bond best serves the interests of the City. The City Administrator shall make this determination on a case-by-case basis and waivers will be considered the exception rather than the rule.

Submit this request (before release of solicitations) to M. Mayberry, DWES at [mmayberry@oaklandca.gov](mailto:mmayberry@oaklandca.gov).

**FORMAL REQUEST TO WAIVE BOND(S) ATTACH ADDITIONAL PAGES IF NEEDED.**

**Brief Description of IT product or service** (Please include specific service for which waiver is sought) :

**Reason for Waiver Request** (Please include potential liability if bond is waived and if bond is not waived):

<b>City Attorney/Date</b>	<b>City Administrator /Date</b>
<input type="checkbox"/> Advised by city attorney regarding impact of waiver.	<input type="checkbox"/> Approved <span style="margin-left: 100px;"><input type="checkbox"/> Denied</span>