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Sidekick Solutions, LLC
Agreement to Provide
DATABASE CUSTOMIZATION AND SUPPORT
Funding Amount: **$908,000**
Term: **07/01/2024 to 06/30/2027**
Agreement Number: PREE-SS-SOMS-2427

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AGREEMENT FOR PROVISION OF SERVICES

This agreement ("Agreement"), dated as of July 1, 2024 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Sidekick Solutions, LLC, a Washington State Limited Liability Company (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in database configuration and implementation and related services; and

WHEREAS, the County's Human Services Department purchased the Apricot shared-measurement system for the Upstream Investment Initiative's collective impact work; and

WHEREAS, the data system requires customization and expanded functionality to continue the build-out of the various applications; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for database configuration customizations and implementation services;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

    1.1. Contract Documents. The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

☒ **Exhibit A: Scope of Work**   ☒ **Exhibit B: Fiscal Provisions/Budget**

☒ **Exhibit C: Insurance Requirements**   ☐ Exhibit D: Assurance of Compliance

☐ Exhibit E: Additional Federal Requirements ☐ Exhibit F: Professional Licensure/Certification

☐ Exhibit G: Media Communications   ☐ Exhibit H: Accessibility

☐ Exhibit I: Data System Requirements   ☐ Exhibit J: Adverse Actions / Complaint Procedures

☒ **Attachment 1: Contractor Software Exhibit** ☒ **Attachment 2: Contractor Data Processing**

☒ **Attachment 3: Contractor Data Processing**   **Service Exhibit**

       Exhibit

1.2.   <u>Contractor's Specified Services</u>. Contractor shall perform the services described in "<u>Exhibit A: Scope of Work</u>" (hereinafter "<u>Exhibit A</u>"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in <u>Exhibit A</u> and pursuant to <u>Article 7</u>, Prosecution of Work. In the event of a conflict between the body of this Agreement and <u>Exhibit A</u>, the provisions in the body of this Agreement shall control.

1.3.   <u>Cooperation With County</u>. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4.   <u>Performance Standard</u>. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of <u>Article 4</u>; or (d) pursue any and all other remedies at law or in equity.

1.5.   <u>Assigned Personnel</u>.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5.4. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

2.   <u>Payment</u>.

For all services and incidental costs required hereunder, Contractor shall be paid on a fee for service basis in accordance with the budget set forth in "<u>Exhibit B: Fiscal Provisions/Budget</u>" (hereinafter "<u>Exhibit B</u>"), attached hereto and incorporated herein by

this reference. Contractor shall be paid an amount not to exceed Nine Hundred Eight Thousand Dollars ($908,000), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. *Payments* shall be made only upon the satisfactory completion of the services as determined by the County.

    2.1.   <u>Overpayment</u>. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

    2.2.   Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

    2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to <u>Article 12</u>. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3.   <u>Term of Agreement</u>.

The term of this Agreement shall be from 07/01/2024 to 06/30/2027 unless terminated earlier in accordance with the provisions of <u>Article 4</u> below.

4.   <u>Termination</u>.

    4.1.   <u>Termination Without Cause</u>. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

    4.2.   <u>Termination for Cause</u>. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

    4.3.   <u>Change in Funding</u>. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to

pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. <u>Delivery of Work Product and Final Payment Upon Termination</u>. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to <u>Article 9.17</u> (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. <u>Payment Upon Termination</u>. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to <u>Article 4.2</u>, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. <u>Authority to Terminate</u>. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. <u>Indemnification</u>.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval, County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

County will defend Contractor and its Affiliates from and against all third-party claims, lawsuits, and demands to the extent due to (a) County Data, or (b) use of the Services by County or End Users in violation of this Agreement, and will indemnify Contractor and its Affiliates for all reasonable attorney's fees incurred, damages and

other costs awarded in a final judgment or amounts paid in a settlement consented to as further set forth in Article 5.1 below.

   5.1.   Limited Liability. Each party shall only be liable for direct damages. As such, each party shall not be liable to the other party for any indirect, special, incidental, or punitive damages caused by County's use of the Services, including, but not limited to, loss of data, loss of business or any other loss arising out of or resulting from a party's performance under this Agreement, even if it has been advised of the possibility of such damages. EXCEPT WHERE EXCLUDED BY APPLICABLE LAW, A PARTY'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEE. HOWEVER, IN NO EVENT SHALL A PARTY BE ABLE TO CLAIM A LIMITATION ON ITS LIABILITY IN THE EVENT OF; I) NON-COMPLIANCE WITH OBLIGATIONS CONCERNING PERSONAL DATA; II) ANY THIRD-PARTY IP INFRINGEMENT CLAIM, UNLESS SUCH CLAIM IS BASED ON A PARTY'S WRONGFUL OR ILLEGITIMATE USE OF THE SERVICES; OR III) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.   Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7.   Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8.   Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9.   Representations of Contractor.

9.1.   Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2.   Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3.   Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4.   No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5.   Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6.   Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records,

subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of four (4) years from the date of final payment of this Agreement. If, at the end of four years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7.   Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8.   Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9.   Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10.   Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital

status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, Section 827 of the Welfare & Institutions Code and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to examination for any purpose not directly connected with the administration of any public social services program.

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.12.6 Contractor's confidentiality obligations will not apply to information that the Contractor can demonstrate: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) was or has become public knowledge through no fault of the receiving party; (c) was legally obtained by the Contractor from a third-party without breach of any confidentiality obligation; or (d) was independently developed by employees of the Contractor who had no access to such information or did not rely on such information. The Contractor may make disclosures to the extent required by law or court order, provided the Contractor notifies the disclosing party in advance (if reasonably practicable) and reasonably cooperates in any effort to obtain confidential treatment.

9.12.7 Subject to all terms of Section 9.12, Sidekick Solutions will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Software and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Sidekick Solutions will be free (during and after the Term) to (i) use such information and data to improve and enhance the Software and for other development, diagnostic, and collective purposes in connection with the Software and other Sidekick Solutions Services; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

9.13.   Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any actual or suspected security incident or actual or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to Privacy&Security@sonoma-county.org.

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be

limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14.   Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.15.   Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.16.   Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.17.   Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.17.1 The Zapier connector for Apricot outlined in "Exhibit A-4: Scope of Work, Zapier Connector for Apricot"; the data processing service outlined in "Exhibit A-6: Scope of Work, Data and Measure ETL Endpoints"; and the data warehouse and

access solution outlined in "Exhibit A-7: Scope of Work, Data and Measure Access Via Database Connector Service," or anything substantially derived therefrom, are Contractor's pre-existing intellectual property and shall not be considered Work Product or a Deliverable, and will remain the exclusive Intellectual Property of Sidekick Solutions.

9.18.   Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10.   Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11.   Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12.   Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY: County of Sonoma, Human Services Department
                        Contracts Unit
                        3600 Westwind Boulevard
                        Santa Rosa, CA 95403
                        contracts@schsd.org

TO CONTRACTOR: Sidekick Solutions LLC
                        403 S. Lincoln Street, Ste 4 PMB 15
                        Port Angeles, WA 98362

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a

written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13.   Miscellaneous Provisions.

    13.1.   No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

    13.2.   Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

    13.3.   Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

    13.4.   No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

    13.5.   Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

    13.6.   Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

    13.7.   Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

    13.8.   Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

    13.9.   Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. <u>Counterpart; Electronic Signatures</u>. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

14.   <u>Sidekick Solutions General Terms And Conditions</u>.

These General Terms and Conditions ("General Terms") govern County's ("Customer") access to, provision, or use of Sidekick Solutions LLC's ("Sidekick Solutions") products and services, as well as any work, deliverables, software, code, data processing services, or professional services specified in an Order Form or Statement of Work (the Software, Data Processing Service, and Professional Services are collectively "Services") or any other agreement between the parties that references these General Terms. These General Terms are effective as of the date of execution of any Order Form or Statement of Work between Sidekick Solutions and Customer ("Effective Date").

14.1.   <u>Defined Terms</u>.

14.1.1. "Agreement" means these General Terms, including all exhibits, along with all Order Forms and Statements of Work executed between Customer and Sidekick Solutions, the attachments to these General Terms, or other signed agreement between Customer and Sidekick Solutions that references these General Terms or an applicable Statement of Work.

14.1.2. "Data Processing Agreement" or "DPA" means the Data Processing Agreement attached to these General Terms as Exhibit D, and if there is no Data Processing Agreement attached as Exhibit D, it means the Sidekick Solutions Privacy Policy at www.sidekicksolutionsllc.com/privacy-policy.

14.1.3. "Documentation" means end-user documentation, training materials, technical documents, and other materials provided with the Software.

14.1.4. "Data Processing Service" means an "Extract, Transform, Load" ("ETL") data pipeline service provided by Sidekick Solutions and customized as specified in a Statement of Work.

14.1.5. "Professional Services" means the professional services provided by Sidekick Solutions under this Agreement, as specified in a Statement of Work.

14.1.6. "Software" means the software set forth in an Order Form, and any update, upgrade, release, or modification of the Software, including any updated Documentation, that Sidekick Solutions may provide under this Agreement from time to

time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software.

14.2.   Access to the Services.

14.2.1. Authorized Users. Sidekick Solutions will provide the Services solely for authorized employee and independent contractor end users or other end users mutually agreed between the parties ("Authorized Users"). These General Terms will govern each Authorized User's access to and use of the Services. In the event of a conflict between these General Terms and the terms in the Data Processing Agreement, applicable Order Form(s) or Statement(s) of Work, or other terms forming this Agreement, the terms in such agreements will prevail over these General Terms.

14.2.2. Applicability of Exhibits. The terms and conditions in Attachment 1 (Contractor Software Exhibit) and Attachment 2 (Contractor Data Processing Service Exhibit) apply only to the extent that Customer purchases the Services described in the relevant Scope of Work.

14.2.3. Access to Systems. If requested by Sidekick Solutions, Customer will provide Sidekick Solutions with access to each of the applications or systems required to complete the Services (e.g., an administrator account, credential, or access permission) and they will remain active as long as Sidekick Solutions continues to provide the Services, unless otherwise agreed by Customer and Sidekick Solutions.

14.3.   Intellectual Property Rights.

14.3.1. Sidekick Solutions Intellectual Property. As between Sidekick Solutions and Customer, Sidekick Solutions (or its licensors) is the sole and exclusive owner and will retain all right, title and interest in and related to the Services and Software. Sidekick Solutions or its third-party licensors own or have proprietary rights in all logos, trademarks, service marks, trade names, business processes, business procedures, patent rights, copyrights, trade secret rights, works of authorship, designations, designs, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by Sidekick Solutions in connection with providing its services and technology to Customer ("Intellectual Property"). Sidekick Solutions owns and will retain ownership of all Intellectual Property, technology, work product, methods and templates used to produce the deliverable(s) specified in a Scope of Work ("Deliverables").

14.3.2. Licenses. Sidekick Solutions hereby grants to Customer, upon receipt of payment for the Services, a limited, non-transferrable, non-assignable license to use, duplicate, and modify written materials provided to Customers as part of Deliverables, in each case solely for Customer's own internal purposes. Customer is expressly prohibited from replicating, reproducing, creating derivative works from, or assigning the Deliverables, or any part thereof, to any third-party, for any purpose.

14.3.3. Intellectual Property Restrictions. Except as provided in this Section 4 (Intellectual Property Rights), Customer may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on,

distribute, perform, display, or in any way exploit, any of the Deliverables, Software, or Services in whole or in part.

14.4. Customer Data.

14.4.1. Data Ownership. As between Sidekick Solutions and Customer, Customer owns all data (e.g., text, sound, video, or image files) Customer provides or makes available to Sidekick Solutions (including data regarding Customer's end users) in connection with Customer's use of the Services ("Data"). The specific data sent or received in connection with the Services is defined by Customer's configuration of the Services or any relevant products and services provided by third parties ("Third-Party Systems"), including the type and amount of data sent or received. Customer is responsible for its configuration of the Services or Third-Party Systems and limiting or filtering data sent or received in connection with the Services or Third-Party Systems. By actively sending or receiving Data through the Services or enabling Sidekick Solutions to access Customer's account with a Third-Party System, Customer grants Sidekick Solutions permission to process Customer's Data in accordance with the configurations and settings Customer has applied to the Services or instructions set forth in a Scope of Work.

14.4.2. Rights. Customer represents and warrants that it possesses sufficient rights in and to Data as may be necessary to permit the use contemplated under this Agreement.

14.5. Restrictions; Compliance with Laws.

14.5.1. Restrictions. Customer may not post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, authentication information, or private information from any Sidekick Solutions user. Customer will not use any part of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity. Customer will not attempt to circumvent or undermine any of Sidekick Solutions' technical measures, including by decompiling, reverse engineering, or disassembling the Services.

14.5.2. Compliance with Laws. Customer will use the Services only in compliance with all applicable law (including laws related to spamming, privacy, intellectual property, consumer and child protection, obscenity, or defamation). Customer is responsible for determining whether the Services are suitable for Customer to use in light of any regulations like HIPAA, data protection laws, or other laws.

14.6. Verification and Compliance.

14.6.1. Verification. Customer must keep records relating to Services that it and its Authorized Users use or distribute. At Sidekick Solutions' expense, Sidekick Solutions may verify Customer's and its affiliates' compliance with this Agreement at any time upon thirty (30) days' notice. Sidekick Solutions may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Sidekick Solutions or the auditor reasonably requests related to the verification and visual access to systems running the

Services. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance. Sidekick Solutions will ensure that independent auditor has knowledge of and complies with provisions of Section 9.12 of the Agreement for audit.

14.6.2. Remedies for non-compliance. If verification reveals any unlicensed use, Customer must, within thirty (30) days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Sidekick Solutions' other remedies, if unlicensed use is 5% or more of Customer's total use of all Services, Customer must reimburse Sidekick Solutions for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less. Some fees for the Services are based on use. If Customer's use of such Services is irregular or exceeds reasonable and average use, Sidekick Solutions, upon thirty (30) days' notice, may increase the price for the Services for a reasonable period to reflect Customer's level of use.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR
Sidekick Solutions LLC

By: _____

Name: Jeffrey Haguewood
Title: Owner

Date: _____

COUNTY OF SONOMA

By: _____

Name: Angela Struckmann
Title: Director, Human Services
         Department

Date: _____

APPROVED AS TO SUBSTANCE FOR COUNTY

By: _____

Name: Lynn Peralta
Title: Assistant Director, Human
         Services Department

[ ]   EXEMPT FROM COUNTY COUNSEL REVIEW

APPROVED AS TO FORM FOR COUNTY

By: *Sharmalee Rajakumaran*
       County Counsel

[X]   CERTIFICATES OF INSURANCE ON FILE WITH COUNTY

[ ]   INSURANCE REQUIREMENT CHANGES APPROVED, WAIVED, OR EXEMPTED BY RISK MANAGEMENT

By: *Jake Harpin*

Exhibit A: Scopes of Work

This Exhibit A (Scopes of Work) includes the following, which are attached hereto and incorporated herein by this reference:

1. Exhibit A-1: Scope of Work – Portfolio Project Management

2. Exhibit A-2: Scope of Work – Technical Assistance & Customization

3. Exhibit A-3: Scope of Work – Data Migration and Instance Transition Support Services

4. Exhibit A-4: Scope of Work – Zapier Connector for Apricot

5. Exhibit A-5: Scope of Work – Zapier Consulting and Development Services

6. Exhibit A-6: Scope of Work – Data and Measure ETL Endpoints

7. Exhibit A-7: Scope of Work – Data and Measure Access Via Database Connector Service

Exhibit A-1: Scope of Work

Portfolio Project Management

I. <u>Project Overview & Requirements</u>

   A. To develop an annual project charter that defines the priorities of each Site/program in the Shared Outcomes Measurement System (SOMS) 2.0 and 1.0; because the requirements and objectives of each Site/program often changes over the term of an Agreement.

   B. To provide ongoing project management, coordination, and communication services across the scope of the SOMS 2.0 and 1.0 platforms so that the County can oversee and grow the SOMS ecosystem.

II. <u>Services & Hours</u>
   Under this Agreement, Contractor will provide:

   A. Project management, project coordination, and project strategy services to the County to integrate the scope of work for SOMS 2.0 and 1.0 and the stakeholders that participate in SOMS 2.0 and 1.0 at a given Site/program.

   B. Consultation to the County's designated contract manager for this scope of work and any associated stakeholders.

   C. Status updates, project reviews and retrospectives, and risk management.

   This service assumes 800-1,000 hours of other technical assistance, implementation, and customization services for the Sites/programs that participate in SOMS 2.0 and 1.0. Changes to the level of services provided above or below this range may require a change order to add or subtract portfolio project management services.

III. <u>Activities</u>
   Contractor will:

   A. Inventory and manage a list of project stakeholders and the associated distribution list for project and initiative status updates.

   B. Host a monthly contract and budget meeting to review task and budget burndown for each Site/program and the associated exhibits to validate services allocation and priority.

   C. Draft a monthly status update describing progress across all services in the scope of work to spark ideas, sharing, and coordination; distribute to stakeholders list referenced above; update to include status, accomplishments, blocks, and next steps.

   D. Draft briefs, specifications, and recommendations on design topics that impact Site/program integration or system scale for SOMS 2.0 and 1.0.

   E. Coordinate implementation and technical assistance work, if applicable, that spans more than one Site/program, including timeline, task, and dependency management.

F. Set up, maintain, and manage a project management and collaboration suite in a collaborative project management system for Site/programs to participate and review progress across exhibits; additionally, set up a shared communication channel for non-email, instant messaging.

G. Monitor the general SOMS support ticket system and route tickets within the project management system.

IV. Deliverables

A. Monthly status updates by exhibit or group of exhibits (e.g. exhibits grouped by Human Services Division)

B. Mid-year status update across all projects, tasks, and workstreams

C. Written summaries of any technical assessments noting opportunities for system integration or expansion

Exhibit A-2: Scope of Work

Technical Assistance and Customization

I. <u>Project Overview & Requirements</u>

A. To expand the capability of Apricot software at the County via customization and technical assistance services.

B. To sustain Apricot Software with a qualified level of technical assistance including support for updates and refinements to existing databases configured in the Shared Outcomes Measurement System (SOMS) 2.0 and 1.0 platforms.

C. To support existing Site/programs in SOMS 2.0 and 1.0 with initiatives, projects, and capacity building during a Fiscal Year.

II. <u>Services</u>
Under this agreement, Contractor will provide:

A. Professional Services for the Bonterra Impact Management (formerly known as Apricot) software following both proactive continuous improvement and reactive support models.

B. Subject matter experts in the Bonterra Impact Management product to deliver customization and enhancements to the SOMS 2.0 and 1.0 platforms to meet the developing and evolving needs/requirements of the County.

Sidekick Solutions will follow a common software development lifecycle approach to deliver the services. The topics or domains addressed may change, but the approach for this service will remain the same:

- Describe the use case, challenge, opportunity, or topic (narrative)
- Develop a spec or blueprint for the solution
- Complete required/recommended peer or client reviews
- Configure and test the solution
- Document change log of solution updates made during configuration and testing (for notifying other administrators and look back if research needed on when a change was made)
- Draft release notes for users or a knowledge base article on the solution (i.e. what it is, why it matters, how does it work so your team retains documentation on the solution)
- Define a monitoring interval to ensure the solution is working as expected

III. <u>Activities</u>:
Contractor will:

A. Meet with the Site/program stakeholders and SOMS 1.0 Family, Youth & Children's Services (FY&C) System Administrators monthly to set priorities and initiatives for work to be completed in that month.

B. Provide a report of hours consumed, by project or initiative, for each calendar month by the 10th of the following month.

C. Manage a backlog of work and make that backlog visible to the County in the Contractor's project management software.

D. Create a task for each request and frame out that request as an issue resolution, change request, or new user story; tracking the work associated with that request.

E. Set meeting agendas, document meeting notes, and summarize action items for Site/program stakeholders and SOMS 1.0 FY&C System Administrators.

F. Provide technical assistance and consulting services; and where agreed upon complete development work in customer's Apricot instance. This may include, but is not limited to:

- Facilitate meetings, coaching and consulting calls, and lead user or administrator trainings
- Develop new procedures and processes, including drafting user guides and documentation and recording video tutorials
- Design and develop new forms, test form design alternatives, and propose and implement new system designs
- Design and develop reports in Apricot native reports or Apricot Results, including deployment as dashboards and bulletins where appropriate
- Complete bulk data management tasks like imports, data appends/updates, or data migrations
- Implement Apricot features like Workflows, Referrals, Registration Grid, Batch Entry, Connect, Intake forms, and Secure Web Forms, Dynamic fields and Queries, and Custom Report Expressions
- Design and develop user access systems for sites, programs, and permission sets for role-based access and record-level access (RLA)
- Support recurring or ongoing tasks including data quality reviews, interval reporting, or data appends/updates
- Support with change management, feature deployment, and user onboarding
- Recommendations for the implementation of Apricot best practices that are best fit for your Apricot use cases
- Provide access to Contractor's Apricot project lead via phone and email

G. Will collaborate with both FY&C and the Human Services Department's Planning, Research, Evaluation, and Engagement Unit (PREE)/Upstream System Administrators for all changes made to the SOMS 1.0 database structure and interface that impact all programs and users within the SOMS 1.0 system.

H. Will allocate hours for FY&C projects that are authorized by FY&C System Administrators only.

I. Will include FY&C System Administrators in all meetings related to the SOMS 1.0 database that impact the overall 1.0 system or any FY&C programs.

J. Other activities as agreed upon between Contractor and County.

IV. <u>Deliverables:</u>

A. Recordings of meetings, only as requested by the County's stakeholders

B. Specification and design materials for builds in Apricot

   C. Configuration in Apricot, as required

   D. Documentation of user acceptance testing

   E. Change log of production changes

   F. User Guide Development & Maintenance
Drafting and/or updating one customized user guide per program for data entry and end user management (i.e. how the system functions)

V.   <u>Contractor Assumptions</u>:

   A. Initial planning and setup of an initiative within this block of services may require up to two (2) hours.

   B. Virtual sessions scheduled and conducted as part of this scope of work can be recorded, at County's request, and converted into a video file for County to keep.

   C. As a requirement to services and if requested by Contractor, County will provide Contractor an administrator account to each of the applications or systems required to complete the services and they will remain active for the duration of services.

   D. The deliverables in this scope of work will be completed in a timely manner and as outlined in this Service Agreement or upon a mutually agreed upon timeline between County and Contractor.

VI.   <u>Outcomes to include</u>:

   A. A custom Apricot database to track and report data for programs and services.

   B. Streamlined data entry within the Apricot database using best practice form and link structure to ensure ease of use and a positive end-user experience.

   C. Data entry user guides that show users how to enter data and show administrators how the system is set up.

   D. A single point of contact for the duration of the implementation project for questions, feedback, and support.

Exhibit A-3: Scope of Work

Data Migration and Instance Transition Support Services

I. Project Overview & Requirements

    A. To configure the Shared Outcomes Measurement System (SOMS) 1.0 forms, reports, and bulletins in the SOMS 2.0 instance.

    B. To migrate SOMS 1.0 Site/programs; Road to the Early Achievement and Development of Youth (READY), Keeping Kids in School (KKIS) and Employment and Training (E&T) to SOMS 2.0.

II. Services
Under this agreement, Contractor will complete a staged migration that extracts, transforms, and loads Legacy data to the SOMS 2.0 instance. Staged data migration is Contractor's white-glove, end-to-end service that takes Legacy data and composes that data into the Apricot data model. This method is recommended because Contractor has data migration tooling that makes Legacy data migration efficient compared to user-initiated imports via the Apricot UI.

Contractor employs a waterfall approach to data migration, breaking the deliverables into discrete phases. Data migration services from a Legacy source to Apricot software are dependent on the number of tables and fields/columns to be migrated either based on the Legacy solution schema or the target form, link, and field count in Apricot 360.

The data migration process includes the following steps:

- Preparation – Complete an inventory of the Apricot data model to identify forms and links; consume and organize source Legacy data to staging environment, prep expectations and prep your Apricot platform for the data migration.

- Mapping – Develop a data migration blueprint/mapping document to translate Legacy data (source) into the Apricot import templates (both forms and links); start writing rules and scripts for transformations.

- Staging, Validation, and Remediation - Finalize scripts for Legacy transform into Apricot 360; map Legacy source data into Apricot sandbox instance to test and confirm; assumptions for the migration; finalize staging with approval sign off for production run.

- Cutover for production Import – Import formatted data files into Apricot based on data migration blueprint for both forms and links including any delta runs as required by go-live plan.

Data migration services assume testing in Sandbox environments prior to production loads and assume receipt of files via secure transfer.

III. Activities

    A. Planning
        1. Complete project kick-off call

2. Set up client communication/collaboration systems
3. Complete data sources assessment
4. Develop initial project charter and project milestones
5. Receive full cut of data (milestone)

B. Data discovery
   1. Complete source data discovery
   2. Complete screen mapping (as relevant)

C. Data mapping
   1. Request/receive cut of source data
   2. Inventory target system tables, field elements, and linking relationships
   3. Define source to target transformation that aligns source to target table
   4. Define field element mapping from source table(s) and source field(s) to target
   5. Define source data elements that are not included in mapping (exclusions)
   6. Define import rules/assumptions/template for each "Load" element
   7. Complete peer review of mapping document
   8. Request/receive sign off for Mapping document

D. Data staging
   1. Develop a work breakdown structure (WBS) and jobs list for staging extraction and transformation queries
   2. Create Issues List/Change Log
   3. Build staging database and codex for query development
   4. Set backup schedule for developed work
   5. Develop extraction queries
   6. Complete peer review of extraction queries
   7. Complete client review of extraction queries (optional)
   8. Develop transformation queries
   9. Complete peer review of transformation queries
   10. Develop a validation plan
   11. Prepare import files

E. Data validation and remediation
   1. Draft/update client-specific load procedure document based on template
   2. Complete sandbox load (non-production)
   3. Complete UAT round and remediate issues
   4. Request/receive sign off for deployment, ready for live

F. Deployment and stabilization
   1. Finalize go-live date and update deployment and stabilization plan
   2. Request/receive internal sign off
      ▪ Final draft of load procedure document
      ▪ Define staffing/resource plan
      ▪ Verify backup/recovery plan
   3. Complete production loads
   4. Complete post-live stabilization period
   5. Bundle project artifacts and share with client
   6. Request/receive/fulfill approval for client file destruction/purge

IV. <u>Deliverables</u>

1. Data migration project charter
2. Data sources assessment, schema, and inventory of include/exclude data elements
3. Data mapping document from source to target
4. Transformation jobs, queries, and associated work product
5. Data validation and client review checklist
6. Issues and change log

Project Assumptions
- Data migration and transition services for 2.0 migration and support are based on the Contractor memo to County on 10/10/2022 for KKIS, E&T Housing Support Program (HSP) and Housing and Disability Advocacy Program (HDAP), Upstream Investments, and READY, and assumes that approximately half (50%) of the migration will occur in FY25 as carryover from work started in FY24. The total hours in this scope of work assume half of the work is required to be completed and will pick up from the activities and deliverables that are completed to date when FY25 begins. Migration includes the configuration of new forms, new bulletins, and new reports in 2.0 and migration of 1.0 data to the 2.0 instance.
- Contractor intends to stage data for Secure File Transfer Protocol (SFTP) load to SOMS 2.0. This scope of work is based on the total number of forms for migration. Total forms to migrate: 65 forms. These form counts are validated in the scoping conducted in March 2024 using SQL scripts of the 1.0 instance for each Site/Program. The migration assumes 1-for-1 migration. Modifications or updates to design and workflow will be allocated to Technical Assistance services (e.g. merging the data models of HSP and HDAP).
  - READY: 3 forms
  - KKIS: 22 forms (omitting LEGACY forms)
  - E&T: 40 forms (assumes consolidation)
- Contractor will extract the data from the source location; the County does not need to provide a database backup file via encrypted file transfer or tables in .csv format. Contractor will develop reports and extract the data from Apricot using available Apricot features.
- Data migration services will include data cleanup, formatting, or reconciling related to data quality issues in your source data or structural differences between your source data and target data requirements in Apricot. Data cleanup, formatting, and reconciling may be scope of work additions in a data migration project depending on the data cleanup required. Generally, estimates for services in a data migration scope of work exclude major data changes like record splitting, record merging, record deduplication, field splitting, or field merging among other major data cleanup tasks. Additional data cleanup can be provided as a change order to the scope of work, including:
  - Data cleanup services that increase row count due to splitting or decrease row count due to merging from a Legacy source table, including duplicate remediation, requires formal sign off by Client on the mapping required and any duplicate keys inferred or interpreted as part of the data cleanup script.

- ○ Data cleanup does not include an assessment of Legacy data. Contractor is not responsible for interpreting issues with Legacy data that are not identified as part of the normal blueprint/mapping process or identified explicitly by County as part of the project.
- Acceptance must be given first on the blueprint/mapping prior to data migration to Staging and then acceptance must be given on Staging before proceeding with Production migration.
- Corrections to data migration outcomes will only be provided if the data migration does not align with the data migration blueprint/mapping document as signed off prior to data migration. Undocumented or additional corrections beyond the scope of the data migration blueprint/mapping document require a change order.
- There is no warranty period associated with data migration following the final data migration review and submission of the checklist for client sign off.
- Data migration is limited to the Forms, Row, and Column amounts listed above. Any other data migration is outside the scope of this engagement and an additional Scope of Work to determine the cost to migrate is required.
- Data cleaning and de-duplication may be the responsibility of County staff. Apricot forms likely will not match the structure of existing forms, nor will it necessarily contain all the same data points. If cleanup is required and selected for County work, Contractor will provide a template that matches the new forms and preparation of the data will include conforming it to this template. Additional cost will be incurred if the project team performs this work.
- Hourly rate includes receipt, temporary storage, and removal of Legacy source, Staging, and Production data sets as required by the data migration services.
- Data migration does not include conversion of attachments into structured data as a one-time service. The data presented for migration must be in .csv or a backup file composed of structured/tabled data and field elements.
- Attachment migration is not included in this scope of work, but can be added as a scripted service upon confirmation that the attachments are organized by a client identifier and can be crawled contextually by identifier to post against a Participant's Case File in Apricot.
- Services do not include a dress rehearsal for cutover. This project assumes that cutover will not be under a set deadline requirement and therefore does not require a cutover test prior to the final deployment load. Instead, Contractor will complete sandbox loads during validation, request approval of sandbox configuration, and then proceed to production loads for cutover.

V. Outcomes

A. A sustainable continuous improvement program for Apricot software.

B. A database that is user-friendly and formatted for the data reporting goals of all departments and programs.

C. User feedback and concerns addressed proactively and in an intentional way.

D. System maintenance to stay current with new Apricot features and capabilities.

Exhibit A-4: Scope of Work

Zapier Connector for Apricot

I.   Project Overview
To expand the capability of Apricot software via an Apricot Application Programming Interface (API) connector for event-based automation on the Zapier platform.

II.   Services
Under this agreement, Contractor will provide an annual subscription for one (1) API connector; for Do-It-Yourself (DIY) administrators to build and manage their own Zaps. Sidekick Solutions will allow authentication to one (1) Production API credential and (1) Sandbox API credential and the connector will include the following Zapier components:

- **New Record** - Triggers when a new record of any type (T1 or T2) is created in Apricot. Includes hydration of the parent T1 if the record is a T2.
- **Updated Record** - Triggers when an existing record of any type (T1 or T2) is updated in Apricot. Includes hydration of the parent T1 if the record is a T2.
- **New or Updated Record** - Triggers when a record of a specific form (T1 or T2) is created or updated; a single feed for all events of a specific form in Apricot.
- **Find or Create Record** - Finds an existing record by duplicate check or searchable fields; optionally creates a new record if no matches are found.
- **Find Many Records (with Line Item Support)** - Find many match records (10 max) by a field and value (e.g. all enrollments for a given program)
- **Find Record by Id** - Find a Record by a given Record Id
- **Create Record** - Create a new record of any type (T1 or T2) in Apricot.
  - Includes creation of links between records
- **Update Record** - Update an existing record of any type (T1 or T2) in Apricot.
- **Add Attachment** - Add an attachment to any Attach Doc field on any record in Apricot (T1 or T2).
- **Delete Record** - Delete an existing record of any type (T1 or T2) from Apricot.

Project Assumptions:
The Zapier connector for Apricot is Contractor's pre-existing intellectual property subject to Section 9.17 of the Agreement and shall not be considered Work Product or a Deliverable, and will remain the exclusive Intellectual Property of Sidekick Solutions. Use of the Zapier connector is subject to Sidekick Solutions' General Terms and Conditions.

Exhibit A-5: Scope of Work

Zapier Consulting and Development Services

I. <u>Project Overview</u>
To provide consulting and development services for Zapier workflows using the Zapier platform and the Zapier connector for Apricot.

II. <u>Services</u>
Under this agreement, Contractor will provide technical assistance, consulting, and support services as an Apricot subject matter expert to configure integrations and automations using the Zapier IPaaS (Integration Platform as a Service) solution.

   A. Approach:
   Contractor will collaborate with County to provide the services in phases.

      1. Discovery and spec (requirements)
         a. Request and receive a narrative description of the use case
         b. Facilitate ninety (90) minute discovery calls to clarify the integration use case
         c. Review Third-party integration documentation, including API endpoints, request, and response calls (if needed)
         d. Draft a blueprint or mapping document (a "specification" or "spec") for the integration any narratives to describe the design
            • Workflow diagram
            • Data field mapping by trigger, action, and search

      2. Develop
         a. Configure Zaps based on initial specifications
         b. Complete an internal QA review to validate configuration assumptions

      3. Test
         a. Develop a user acceptance testing (UAT) checklist based on the specification
         b. Facilitate ninety (90) minute testing sessions to confirm functionality and complete UAT checklist

      4. Deploy
         a. Activate Zaps in steady state and begin monitoring
         b. Draft and submit documentation associated with released functionality

III. <u>Activities</u>
Contractor will:

   A. Gather requirements
   B. Develop specifications and test design assumptions
   C. Develop and configure solutions in Zapier
   D. Test the solution and facilitate user acceptance testing
   E. Document and train users on configured solutions

IV. <u>Deliverables</u>

   A. Recordings of meetings, as requested by the County

B. Workflow diagram(s) that specify the functionality of the solution
C. Integration summary documentation including key details about the workflow, dependencies, potential error points and resolutions for each integration scenarios
D. Configured solutions developed on Zapier (i.e. "Zaps")

Project Assumptions:
- County may be required to purchase integration tools to configure and deploy integrations, including a Zapier account. Contractor may also recommend other tools to configure and deploy integrations ("Third-party Tools"), including but not limited to app-specific APIs and API connectors. Third-party Tools are sold separately and are not included in this Service Agreement or scope of work. County is solely responsible for contracting with Third-party Tools and the fees associated with any Third-party Tools. Contractor recommendations to use Third-party Tools are dependent on a variety of factors, including the applications related to a use case, the availability and accessibility of an app-specific API, and data formatting options available within app tools like scheduled reports or email notifications.
- If this project includes Zapier as a third-party resource and you accept this scope of work, County agrees that they've reviewed Zapier's security considerations.
- In addition to the deliverables above, Zap configurations are limited by both the endpoints exposed in each application and the assumptions for designing Zaps in the Zapier platform. In cases where a functional limitation in Zapier blocks the design of a Zap, Contractor will prepare an assessment of the limitation along with alternatives for resolution, which may include a change order for services.
- By agreeing to this scope of work, you agree that you may need to change your processes or intended workflows to adapt to the limitations presented by Zapier or other solutions configured during this project.
- The apps selected for configuration must be in the Zapier app directory or County must receive written approval from Contractor that apps qualify for integration as part of this services package. Apricot is approved even though it is not referenced in the Zapier app directory.

Exhibit A-6: Scope of Work

Data and Measure ETL Endpoints

I. Project Overview
    To provide data processing services that make available to the County API
    endpoints with use case-specific Extract, Transform, and Load sequences.

II. Services
    Under this agreement, Contractor will provide technical assistance, consulting,
    development, and support services as an Apricot subject matter expert to configure
    data processing services that expose unique API endpoints for County use cases.

III. Activities

    A. Discovery and spec (requirements)
        1. Request and receive a narrative description of the use case
        2. Facilitate ninety (90) minute discovery calls to clarify the integration use case
        3. Review Third-party integration documentation, including API endpoints,
            request, and response calls (if needed)
        4. Draft a blueprint or mapping document (a "specification" or "spec") for the
            integration any narratives to describe the design
            • Workflow diagram
            • Data field mapping by node

    B. Develop
        1. Configure integration based on initial specifications
        2. Complete an internal QA review to validate configuration assumptions

    C. Test
        1. Develop a user acceptance testing (UAT) checklist based on the specification
        2. Facilitate up to one (1) ninety (90) minute testing sessions to confirm
            functionality and complete UAT checklist

    D. Deploy
        1. Activate integration in steady state and begin monitoring
        2. Draft and submit documentation associated with functionality

IV. Deliverables

    A. Design documentation and specifications that describe the workflow and data
        mapping for flow.
    B. Configuration of data processing flows (up to the limits of the scope of work) with
        a maximum of one (1) trigger and one (1) post action; multiple transformations
        and mid-flow actions are allowed.
    C. Integration summary documentation including key details about the workflow,
        dependencies, potential error points and resolutions for each integration
        scenarios
    D. Ongoing service maintenance, logging, error monitoring, and resolution following
        steady state activation.

Project Assumptions:
- The data processing service is Contractor's pre-existing intellectual property subject to Section 9.17 of the Agreement and shall not be considered Work Product or a Deliverable, and will remain the exclusive Intellectual Property of Contractor. Use of Data Processing Services are subject to Sidekick Solutions' General Terms and Conditions.
- County is responsible for making requests to the endpoint or defining a schedule in which the data processing service is run.
- Prior to putting the data processing service into production, Contractor and the County must execute a change order that describes the data to be processed, method of processing, and timing of processing.

Exhibit A-7: Scope of Work

Data and Measure Access Via Database Connector Service

I. Project Overview
    To provide the County access to its data and measures in a managed service format with connectors to modern business intelligence tools and analytics options.

II. Services
    Under this agreement, Contractor offers a solution to the use cases below. The following functions will be provided by the service.

		Function	**Description**
1.0	1.1	Per day data refresh with 7-day retention	• Database back-ups will present in the solution with daily refresh intervals • Refreshes are generally scheduled and run at nightly • Back-ups are retained for 7 days with the oldest version purged each day
2.0	2.1	Data schema transformation	• Back-up file will be transformed into human readable data elements

	2.2	Present common "Bonterra" data views	• Common views will be produced to simplify the Bonterra data model for end user consumption (e.g. relate Parent and child records into standard universes).
			• Included:
			  o Standard data mart for Bonterra-specific data
			  o De-identified data mart that strips identifying information
			  o Ability to add on custom data marts configured by our data developer services (optional)

3.0	3.1	ODBC connection	• Users will receive IP-restricted access to the connector services • Users will receive read-only ODBC connectivity to the database
	3.2	Status	• Users will be able to determine status of the service, current state of data, and last update interval

Contractor will:
• Deploy the DWS services as described above
• Provide deliverables including:

- o Data dictionary of the back-up schema
- o User acceptance testing criteria and checklist
- o Connection guide for user ODBC access
- o Solution release

Project Assumptions:

- The data warehouse and access solution is Contractor's pre-existing intellectual property subject to Section 9.17 of the Agreement and shall not be considered Work Product or a Deliverable, and will remain the exclusive Intellectual Property of Contractor. Use of this service is subject to Sidekick Solutions' General Terms and Conditions.
- County is responsible for making requests to the service or defining a schedule in which the data service is run.
- Prior to putting the data processing service into production, Contractor and the County must execute a change order that describes the data to be processed, method of processing, and timing of processing if any custom marts are developed as a change order to this service.
- Custom data marts are a change order to this scope of work.
- Contractor will include the fee for the MySQL back-up as part of the Data Warehouse Service (DWS) for Bonterra. In the event that Contractor cannot directly procure or be the payor on the MySQL back-up, Contractor agrees to reduce the fee for service of the Data Warehouse Service (DWS) for Bonterra by a maximum of $5,000 per year.

Exhibit B: Fiscal Provisions/Budget

1. Payment for Services

   1.1. Contractor shall be compensated for providing services under this Agreement when services are ordered by County staff and satisfactorily performed by Contractor.

   1.2. The total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum total set forth in Article 2, Payment, of the Agreement.

   1.3. Contractor agrees to submit to County by the twentieth (20th) day of the following month, signed invoices for all services provided to County in the previous month. The bills shall show or include: (i) any task(s) performed and (ii) the time in half hours devoted to the task(s). Failure to comply may, at County's sole discretion, result in non-payment.

   1.4. Contractor shall be compensated on a unit cost basis as set forth in this Exhibit.

   1.5. No expenditure shall be made or obligation incurred in excess of the authorized unit cost. Any expenditure hereunder by Contractor which is not within the limitations of the unit costs as set forth in this Agreement shall not be chargeable to County. Any such unauthorized expenditure shall be borne by Contractor.

   1.6. Contractor agrees that reimbursement for each service furnished under this Agreement made in accordance with the rates stipulated herein, represents payment in full for said service. Contractor shall not seek reimbursement from County for any service reimbursed in whole or in part by any other payor.

2. Rates:

    2.1 Contractor shall be compensated for providing professional services as defined in <u>Exhibits</u> at the rate of Two Hundred dollars ($200.00) per hour.

    2.2 <u>Cost Summary:</u>

	Type	Summary	Hours/Qty 2024-2025	Hours/Qty 2025-2026	Hours/Qty 2026-2027	Hours/Qty TOTAL	Rate	Cost
Technical Assistance to PREE	Support	A-1 Project Coordination	185	185	185	555	200	$111,000
Technical Assistance to FY&C	Support	A-2 Support for Updates and Refinement	150	150	150	450	200	$90,000
Technical Assistance to PREE			200	200	182	582	200	$116,400
Technical Assistance for ARPA for PREE			595	595	0	1190	200	$238,000
Technical Assistance for First 5			120	120	0	240	200	$48,000
Technical Assistance for Probation KKIS			65	65	65	195	200	$39,000
Technical Assistance to E&T/HDAP			160	160	160	480	200	$96,000
Data Migration to SOMS E&T	Asset Build	A-3 Solution Expansion	160	0	0	160	$200	$32,000
Zapier Connector for ARPA	Asset Build	A-4 Solution Expansion	1	1	0	2	$3,600	$7,200
Zapier Connector for PREE			0	0	1	1	$3,600	$3,600
Zapier Consulting And Development Services ARPA	Asset Build	A-5 Solution Expansion	60	60	0	120	$200	$24,000

Data & Measure ETL Endpoints ARPA	Asset Build	A-6 Solution Expansion	40	0	0	40	$200	$8,000
Data Processing Service ETL automation ARPA			2	2	0	4	$2,400	$9,600
Data and Measure Via Database Connector Service	Asset Build	A-7 Solution Expansion	1	1	0	2	$29,400	$58,800
Data Warehouse Implementation ARPA			30	30	0	60	$200	$12,000
Data Processing Service DWS ETL custom data mart ARPA			2	2	0	4	$3,600	$14,400
Total All Exhibits All Years:			**$398,000**	**$358,000**	**$152,000**	**$908,000**		**$908,000**

2.3 <u>Adjustments of Hours Within Fiscal Year</u>. Hours can be shifted among the categories as agreed upon between County and Contractor within a given fiscal year.

2.4 <u>Adjustments of Costs Between Fiscal Years</u>. A written amendment to this Agreement is required prior to any funds being shifted between fiscal years.

Exhibit C: Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Contractor has employees as defined by the Labor Code of the State of California.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

   If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
   c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
   d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

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   e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

   f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

   g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.

   h. *Required Evidence of Insurance*: Certificate of Insurance.

3. <u>Automobile Liability Insurance</u>

   a. Minimum Limit: $1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

   b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

   c. Insurance shall cover hired and non-owned autos.

   d. *Required Evidence of Insurance*: Certificate of Insurance.

4. <u>Professional Liability/Errors and Omissions Insurance</u>

   a. Minimum Limit: $1,000,000 per claim or per occurrence.

   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by County.

   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

   e. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. <u>Cyber Liability Insurance</u>

<u>Network Security & Privacy Liability Insurance:</u>

Required if Contractor has access to individuals' private, personally identifiable information, or if the agreement involves sharing of data or electronic information.

   a. Minimum Limit: $2,000,000 per claim or per occurrence, $2,000,000.00 aggregate.

   b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business

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interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

    c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

    d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

    e. _Required Evidence of Insurance_: Certificate of Insurance specifying the limits and the claims-made retroactive date.

Technology Errors and Omissions Insurance:

Required if Contractor is providing a technology service (data storage, website designers, etc.,) or product (software providers).

    a. Minimum Limit: $2,000,000 per claim or per occurrence, $2,000,000.00 aggregate.

    b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

    c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity

    d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

    e. Coverage applicable to the work performed under this Agreement shall be

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continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

   f. *Required Evidence of Insurance*: Certificate of Insurance specifying the limits and the claims-made retroactive date.

6. **Standards for Insurance Companies**

   Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

7. **Documentation**

   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.

   b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

      The County of Sonoma, its Officers, Agents and Employees
      Contracts Unit
      3600 Westwind Boulevard
      Santa Rosa, CA 95403

      Or pdf to: contracts@schsd.org

   c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

   d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

   e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. **Policy Obligations**

   Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

9. **Material Breach**

   If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

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Attachment 1: Contractor Software Exhibit

This Software Exhibit (the "**Software Exhibit**") is part of the Agreement and applies to all Software.

1. **Services.** Sidekick Solutions will provide the Software to the Customer in accordance with the terms of the Agreement, including this Software Exhibit.

2. **Availability of Software.**

a.   Sidekick Solutions will make every reasonable effort to keep the Software operational. There will be periods of downtime for maintenance and upgrades. Sidekick Solutions will attempt to provide Customer with notice for scheduled downtime, but some downtime may be unscheduled, unexpected, or beyond our control. SIDEKICK SOLUTIONS MAKES NO GUARANTEE AS TO UPTIME OR AVAILABILITY OF THE SOFTWARE.

b.   Sidekick Solutions may limit the amount of data that you send or receive through the Software to ensure the stability of the Software. Sidekick Solutions will make every reasonable effort to notify Customer before limiting Customer's Software.

3. **Availability of Third-Party Systems.**

a.   The Software may integrate or interact with Third-Party Systems, based on your use or configuration of the Software. Sidekick Solutions has no control over the availability, performance, or functionality of Third-Party Systems. Sidekick Solutions is in no way responsible for any possible Third-Party System outages, downtime, errors, changes in configuration or status, or limitations in functionality.

b.   Third-Party Systems may be subject to their own terms and conditions separate from this Agreement. Certain Third-Party Systems are subject to terms and conditions other than those contained in this Agreement. Customer may view the relevant licenses and/or notices for such Third-Party Systems as provided by Sidekick Solutions. Customer agrees to comply with the terms and conditions contained in such licenses for the relevant Third-Party Systems.

4. **User License.**

a. **Sidekick Solutions Software.** Sidekick Solutions grants Customer and its Authorized Users a non-exclusive, revocable, non-sublicensable, non-transferable right to install and use the Software as set forth in an Order Form and for the duration specified in such Order Form. The total number of Authorized Users may not exceed the amount set forth in the Order Form. Sidekick Solutions will own and retain all right, title, and interest in and to the Software, all improvements, enhancements, or modifications thereto, and all intellectual property rights related to any of the foregoing. All rights not expressly granted to Customer are reserved by Sidekick Solutions and its licensors.

b. **Security Measures.** Sidekick Solutions may deny or suspend any individual's access to and/or use of the Software if Sidekick Solutions, in its reasonable discretion, believes that individual use of the Software would violate any provision of this Agreement. Sidekick Solutions may collect, maintain, process and use diagnostic, technical, usage and related

information, including information about Customer's computers, systems and software, that Sidekick Solutions may gather periodically to improve the performance of the Software or develop updates. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time, which can be viewed at: https://www.sidekicksolutionsllc.com/privacy-policy, a successor website address or the Data Processing Agreement.

5. Acceptable Use.

a.   Except as set forth in this Agreement or required under applicable law, Customer may not reproduce, duplicate, copy, sell, resell, access, modify, or otherwise exploit, in full or in part, any part of the Software for any purpose without Sidekick Solutions' prior written consent.

b.   Unless otherwise expressly agreed by the Parties in a Statement of Work, Customer will not: (1) copy the Software in whole or in part, (2) modify or download the Software or their contents; (3) make any use of the Software or their contents other than for internal business needs; (4) modify, translate, or create derivative works based on the Software or their contents; (5) use software robots, spiders, crawlers, or similar data gathering and extraction tools on the Software, or take any other action that may impose an unreasonable burden on Sidekick Solutions' infrastructure; (6) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software; or (7) rent, lease, distribute, sublicense, sell, assign, or otherwise transfer rights to use or access the Software.

c.   Customer agrees to use the Software in compliance with all applicable laws.

6. **Fees.** Unless otherwise set forth in an applicable Order Form, following your first payment: (a) for annual subscriptions, each year Sidekick Solutions will invoice you prior to the end of your annual subscription and you will pay such invoice within 30 business days of such invoice date. Customer agrees that as of the Effective Date, it is obligated to pay the fees set forth in the applicable Order Form.

7. **Customer Obligations.** Customer will be responsible for obtaining and maintaining any equipment, software, and ancillary services needed to connect to, access, or otherwise use the Software, including, without limitation, Third Party Systems, software, modems, hardware, servers, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer will also be responsible for maintaining the security of the Equipment, Customer account, passwords, authentication credentials, files, and all uses of the Equipment that occur with or without Customer's knowledge or consent.

8. Confidentiality Obligations.

a.   Customer may provide non-public data to Sidekick Solutions to enable the provision of the Software ("**Customer Data**"). Customer Data is Customer's "**Confidential Information.**"

b.   Subject to the provisions of section 9.12 of the Agreement and notwithstanding anything to the contrary, Sidekick Solutions will have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Software and related systems and technologies (including, without limitation,

information concerning Customer Data and data derived therefrom), and Sidekick Solutions will be free (during and after the Term) to (i) use such information and data to improve and enhance the Software and for other development, diagnostic, and collective purposes in connection with the Software and other Sidekick Solutions Services; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

9. **Registration and Security**.

a.   **Registering.** As a condition to using the Software, you and your Authorized Users may be required to supply Sidekick Solutions with certain registration information. You will provide Sidekick Solutions with accurate, complete, and updated registration information. Neither you nor your Authorized Users may share your password or login credentials with anyone. You are responsible for maintaining the confidentiality of such credentials.

b.   **Security.** Your Authorized Users must create their own respective account, subject to any applicable seat limits and such users' compliance with this Agreement. Both you and the Authorized User are responsible for all activity under such accounts. You will immediately notify us of any actual or suspected unauthorized use of your or an Authorized User's account or any other breach of security you become aware of. Sidekick Solutions has the right to refuse registration of, suspend or terminate any Authorized User account in its discretion. Sidekick Solutions may further suspend access to the Software (including by refusing to send messages) in the event Sidekick Solutions reasonably believes such action is necessary due to your breach of this Agreement, breach of applicable law, or to protect the security or integrity of the Software or any data thereon; Sidekick Solutions will provide advanced written notice of such suspension, if reasonably practicable.

10. **Customer Support.** Sidekick Solutions will provide technical support to Customer via email on weekdays from 9:00am to 5:00pm pacific time, excluding Federal Holidays. Customer may send requests to support@sidekicksolutionsllc.com or other channels as directed by Sidekick Solutions. Sidekick Solutions will generally respond to requests within two (2) business days. TECHNICAL SUPPORT IS LIMITED TO SUPPORT FOR ERRORS PRESENTED BY SIDEKICK SOLUTIONS' SOFTWARE ONLY. Technical support does not include support to troubleshoot errors for Third-party Systems, or support for setup, implementation, configuration, or consulting. Customer may purchase Professional Services from Sidekick Solutions for a fee, including monthly Integration Account Maintenance services for error monitoring, resolution, and ongoing support. Integration Account Maintenance services are not included in the Software and are sold separately.

11. **Email Communications.** You agree that we may send email messages to you from time to time regarding the Software, planned downtime, errors, new features, and other communications that we believe are important to you.

Attachment 2: Contractor Data Processing Service Exhibit

This Data Processing Service Exhibit (the "**Data Processing Service Exhibit**") is part of the Agreement and applies to Sidekick Solution's provision of the Data Processing Service to Customer.

1. Services. Sidekick Solutions will provide Customer with the Data Processing Service set forth in an Order Form and specified in a Statement of Work. Sidekick Solutions will implement and customize the Data Processing Service to Customer's requirements, which will be set forth in a Statement of Work. Sidekick Solutions may also provide other implementation and other Professional Services related to the Data Processing Service in a Statement of Work.

2. Availability of Services.

a.   Sidekick Solutions will make every reasonable effort to keep the Data Processing Services operational. There will be periods of downtime for maintenance and upgrades. Sidekick Solutions will attempt to provide Customer with notice for scheduled downtime, but some downtime may be unscheduled, unexpected, or beyond our control. SIDEKICK SOLUTIONS MAKES NO GUARANTEE AS TO UPTIME OR AVAILABILITY OF THE DATA PROCESSING SERVICE.

b.   Sidekick Solutions may limit the amount of data that you send or receive through the Data Processing Service to ensure the stability of the Services. Sidekick Solutions will make every reasonable effort to notify Customer before limiting Customer's Services.

3. Availability of Third-Party Systems.

a.   The Data Processing Services may integrate or interact with Third-Party Systems, based on your use or configuration of the Services. Sidekick Solutions has no control over the availability, performance, or functionality of Third-Party Systems. Sidekick Solutions is in no way responsible for any possible Third-Party System outages, downtime, errors, changes in configuration or status, or limitations in functionality.

b.   Third-Party Systems may be subject to their own terms and conditions separate from this Agreement. Certain Third-Party Systems are subject to terms and conditions other than those contained in this Agreement. Customer may view the relevant licenses and/or notices for such Third-Party Systems as provided by Sidekick Solutions. Customer agrees to comply with the terms and conditions contained in such licenses for the relevant Third-Party Systems.

c.   The Data Processing Services may be limited by the endpoints of a Third-party System. In cases where a functional limitation presented by a Third-party System impedes the design, delivery, or performance of the Services, Sidekick Solutions will prepare an assessment of the limitation along with alternatives for resolution, which may require a change in timeline or fees for the Services.

4. Access. Sidekick Solutions will implement the Data Processing Service for Customer. Unless otherwise specified in the Statement of Work, Customer will not have access to the

processes, code, logs, monitoring, or other tools used in Sidekick Solutions' performance its obligations under a Statement of Work.

5. Fees. Unless otherwise set forth in an applicable Order Form, following your first payment, each year Sidekick Solutions will invoice you for the Data Processing Service prior to the end of your annual subscription and you will pay such invoice within 30 business days of such invoice date.

6. Customer Support. Sidekick Solutions will provide technical support to Customer via email on weekdays from 9:00am to 5:00pm pacific time, excluding Federal Holidays. Customer may send requests to support@sidekicksolutionsllc.com or other channels as directed by Sidekick Solutions. Sidekick Solutions will generally respond to requests within two (2) business days. TECHNICAL SUPPORT IS LIMITED TO SUPPORT FOR ERRORS PRESENTED BY SIDEKICK SOLUTIONS' DATA PROCESSING SERVICES ONLY. Technical support does not include support to troubleshoot errors for Third-party Systems.

7. Email Communications. You agree that we may send email messages to you from time to time regarding the Data Processing Services, planned downtime, errors, new features, and other communications that we believe are important to you.

Attachment 3: Contractor Data Processing Exhibit

1. **Purpose.**

This Data Processing Agreement supplements and forms part of any existing, current, or future agreement (collectively the "**Agreement**") between the parties identified in that Agreement (each a "**Party**" and collectively, the "**Parties**"). This Data Processing Agreement will be in effect as of the Effective Date of the Agreement; provided, however, the relevant obligations apply only to the extent that (i) Personal Data is subject to the Applicable Data Privacy Laws; and (ii) an Applicable Data Privacy Law has taken effect.

2. **Definitions.**

Capitalized terms used but not defined have the meanings given in the Agreement.

a.   "**Applicable Data Privacy Laws**" means all data protection and privacy laws applicable to the Processing of Personal Data under the Agreement, including the California Consumer Privacy Act ("**CCPA**"); the Federal Code of Regulations, California Statutory Codes protecting Social Welfare recipients and outlined in the Agreement, the Colorado Privacy Act, the Connecticut Act of 2022 Concerning Personal Data Privacy and Online Monitoring, the Utah Consumer Privacy Act of 2022, the Virginia Consumer Data Protection Act, and Regulation 2016/679 (General Data Protection Regulation) ("**GDPR**"), in each case as amended from time to time and including any regulations promulgated thereunder.

b.   "**Controller**" means the entity that determines the purposes and means of Processing Personal Data. "Controller" includes equivalent terms in other Applicable Data Privacy Laws, such as the CCPA-defined terms "Business" and "Third Party," as context requires.

c.   "**Data Breach**" means "breach of the security of the system," "security breach," "breach of security," "breach of system security," and other analogous terms referenced in Applicable Data Privacy Laws.

d.   "**Data Exporter**" means the Party that (1) has a corporate presence or other stable arrangement in a jurisdiction that requires an International Data Transfer Mechanism and (2) transfers Personal Data, or makes Personal Data available to, the Data Importer.

e.   "**Data Importer**" means the Party that (1) is located in a jurisdiction that is not the same as Data Exporter's jurisdiction and (2) receives Personal Data from the Data Exporter or is able to access Personal Data made available by the Data Exporter.

f.   "**Data Subject**" means an identified or identifiable natural person.

g.   "**Personal Data** means information that is linked or linkable, directly or indirectly, to an identified or identifiable natural person. "Personal Data" includes equivalent terms in Applicable Data Protection Laws, such as the CCPA-defined term "Personal Information," as context requires.

h.   "**Processor**" means an entity that Processes Personal Data on behalf of another entity. "Processor" includes equivalent terms in other Applicable Data Privacy Laws, such as the CCPA-defined term "Service Provider," as context requires.

i.   "**Sensitive Data**" means the following types and categories of data: Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade

union membership, a mental or physical health condition or diagnosis, sex life or sexual orientation, citizenship or immigration status; genetic data; biometric data; government identification numbers; payment card information; unencrypted identifier or username in combination with a password or other access code that would allow access to an account; precise geolocation information; and information from a known child.

j.	"**Standard Contractual Clauses**" means the European Union standard contractual clauses for international transfers from the European Economic Area ("**EEA**") to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

k.	"**Subprocessor**" means a Processor engaged by a Party who is acting as a Processor.

l.	The following terms have the meanings assigned to them in Applicable Data Privacy Laws: "**Business**," "**Business Purpose**," "**Cross-Context Behavioral Advertising**," "**De-identified Data**," "**Process**" (and its cognates), "**Pseudonymous Data**," "**Sale**" (and its cognates), "**Service Provider**," "**Share**" (and its cognates), and "**Third Party**."

3. Description of the Parties' Personal Data Processing Activities and Status of the Parties.

a.	Schedule 1 describes the purposes of Parties' Processing, the types or categories of Personal Data involved in the Processing, and the Categories of Data Subjects affected by the Processing.

b.	Schedule 1 lists the Parties' statuses under Applicable Data Privacy Laws.

4. General Data Privacy Obligations.

a.	The parties will comply with their respective obligations under Applicable Data Protection Laws, including by providing the same level of privacy protection that is required of Businesses under the CCPA.

b.	Upon request, Sidekick Solutions will provide reasonably relevant information to Customer to enable Customer to fulfill its obligations (if any) to conduct data protection assessments or prior consultations with data protection authorities.

c.	Sidekick Solutions will notify Customer if it determines that it can no longer meet its obligations under Applicable Data Privacy Laws.

d.	Customer warrants that (i) it has all rights necessary to provide the Personal Data to Sidekick Solutions and for Sidekick Solutions to Process the Personal Data in accordance with the Agreement and this Data Processing Agreement and (ii) it has made all necessary disclosures to Data Subjects for that disclosure and Processing.

5. International Data Transfer.

a.	Some jurisdictions require that an entity transferring Personal Data to a recipient in another jurisdiction take extra measures to ensure that the Personal Data has special protections if the law of the recipient's jurisdiction does not protect Personal Data in a manner equivalent to the transferring entity's jurisdiction (an "**International Data Transfer Mechanism**"). Parties will comply with an International Data Transfer Mechanism, including the Standard Contractual Clauses, that may be required by Applicable Data Privacy Laws.

b.   If the International Data Transfer Mechanism on which Parties rely is invalidated or superseded, Parties will work together in good faith to find a suitable alternative.

c.   With respect to Personal Data of Data Subjects located in a jurisdiction that requires an International Data Transfer Mechanism (e.g., the EEA, Switzerland, or the United Kingdom) that Data Exporter transfers to Data Importer, or permits Data Importer to access, the Parties agree that by entering this Data Processing Agreement they also enter the Standard Contractual Clauses, which will be incorporated by reference and form an integral part of the Agreement. Parties agree that, with respect to the elements of the Standard Contractual Clauses that require the Parties' input, Schedules 1-4 contain information relevant to the Standard Contractual Clauses and their Annexes. Parties agree that, for Personal Data of Data Subjects in the United Kingdom, Switzerland, or another country specified in Schedule 4, they adopt the modifications to the Standard Contractual Clauses listed in Schedule 4 to adapt the Standard Contractual Clauses to local law, as applicable.

6. **Sidekick Solutions' Obligations as Independent Controller.** If Sidekick Solutions is a Controller of Personal Data that is collected, exchanged, or otherwise Processed in connection with the Sidekick Solutions' performance of the Agreement (see Schedule 1), then:

a.   Sidekick Solutions acknowledges and agrees that Sidekick Solutions is independently responsible for compliance and will comply with Applicable Data Privacy Laws (e.g., obligations of Controllers).

b.   Sidekick Solutions agrees to be responsible for providing notice to Data Subjects as may be required by Applicable Data Privacy Laws and responding to Data Subjects' requests to exercise their rights under Applicable Data Privacy Laws.

c.   If Sidekick Solutions receives any type of request or inquiry from a governmental, legislative, judicial, law enforcement, or regulatory authority, or faces an actual or potential claim, inquiry, or complaint in connection with Parties' Processing of Personal Data provided to Sidekick Solutions by or on behalf of Customer, its affiliates, or their respective end users, or obtained or collected by Sidekick Solutions in connection with the purposes described in Schedule 1 (collectively, an "**Inquiry**"), then Sidekick Solutions will notify Customer without undue delay, but in no event later than ten (10) business days, unless such notification is prohibited by applicable law. Sidekick Solutions will promptly provide Customer with information relevant to the Inquiry, including any information relevant to the defense of a claim, to enable Customer to respond to the Inquiry.

7. **Sidekick Solutions' Obligations as a Processor, Subprocessor, or Service Provider.**

a.   Sidekick Solutions will have the obligations set forth in this Section 8 if it Processes the Personal Data of Data Subjects in its capacity as Customer's Processor or Service Provider; for clarity, these obligations do not apply to Sidekick Solutions in its capacity as an Independent Controller or Third Party.

b.   **Scope of Processing.**

i.   Sidekick Solutions will Process Personal Data solely for the Business Purposes specified in Schedule 1, to carry out its obligations under the Agreement, and to carry out Customer's documented instructions.

ii.   Processing any Personal Data outside the scope of the Agreement and this Data Processing Agreement will require prior written agreement between Sidekick Solutions and Customer.

iii.   Sidekick Solutions is prohibited from retaining, using, or disclosing the Personal Data (1) for any purpose other than the Business Purposes specified in Schedule 1, including retaining, using, or disclosing the Personal Data for a commercial purpose other than carrying out Customer's instructions, (2) outside of the Parties' direct business relationship, unless permitted by Applicable Data Privacy Laws, or (3) by combining Personal Data that Sidekick Solutions receives from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the Data Subject, provided that Sidekick Solutions may combine Personal Data to perform any Business Purposes permitted by Applicable Data Privacy Law.

iv.   Sidekick Solutions will not Sell or Share the Personal Data that it collects or obtains pursuant to the Agreement.

c.   **Confidentiality.** Sidekick Solutions will ensure that each person who Processes Personal Data is subject to a duty of confidentiality with respect to such Personal Data as referenced in this agreement.

d.   **Compliance**.

i.   Sidekick Solutions will assist Customer in complying with Data Subjects' requests to delete and correct Personal Data under Applicable Data Protection Law when Customer forwards such requests that it receives to Sidekick Solutions and will make available to Customer any Personal Data in its possession that Customer needs to respond to Data Subjects' requests to access their Personal Data.

ii.   Sidekick Solutions will make available to Customer, upon the Customer's reasonable request, all information in its possession necessary to demonstrate Sidekick Solutions' compliance with its obligations under Applicable Data Privacy Laws.

e.   **Permitted Activities.** Notwithstanding the foregoing prohibitions, Parties agree that Sidekick Solutions may, and Customer instructs Sidekick Solutions to, Process Personal Data for the following activities when necessary to support the Business Purposes specified in Schedule 1; detect data security incidents; protect against fraudulent or illegal activity; effectuate repairs; and maintain and improve the quality of the services provided for the Business Purposes specified in Schedule 1.

f.   **Protected Health Information.** The parties agree that if the Services involve the processing of Protected Health Information ("PHI") as that term is defined at 45 C.F.R. § 160.103, the parties will enter into a business associate agreement ("BAA") that conforms to the applicable requirements under 45 Code of Federal Regulations ("C.F.R.") Parts 160, 162, and 164 implementing the privacy requirements ("Privacy Rule"), the security requirements ("Security Rule"), and breach notification requirements ("Breach Notification Rule") set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by regulations implementing Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") which is Title XIII of the American Recovery and Reinvestment Act, Public Law 111-5. The BAA will supersede this DPA to the extent there is a conflict. Customer may not disclose PHI that is subject to

HIPAA to Sidekick Solutions or otherwise cause Sidekick Solutions to create, receive, maintain, or transmit such PHI unless the Parties have first entered into a BAA under HIPAA.

g.　　**Subprocessors.** If Sidekick Solutions discloses Personal Data to a Subprocessor for a Business Purpose, Sidekick Solutions and Subprocessor will enter into a written contract that prohibits the Subprocessor from (i) Selling or Sharing Personal Data; or (ii) retaining, using, or disclosing Personal Data for any purpose other than for the specific Business Purpose for which the Personal Data was disclosed. Sidekick Solutions will require any Subprocessor to comply with applicable obligations under Applicable Data Privacy Laws and this agreement, including to provide the same level of privacy protection required of Businesses by the CCPA. Sidekick Solutions will notify Customer before engaging a Subprocessor and give Customer an opportunity to object to the engagement where required under Applicable Data Privacy Laws.

h.　　**Duration of Processing, Deletion and Return of Personal Data.** Sidekick Solutions shall retain Personal Data for a period coterminous with the term of the Agreement. At the expiration or termination of the Agreement, or upon request by Customer, Sidekick Solutions will, without undue delay: (1) return all Personal Data to Customer; or (2) upon request by Customer, destroy all Personal Data, in each case unless applicable laws expressly require otherwise or the Parties agree otherwise expressly in writing. For any Personal Data that Sidekick Solutions retains after expiration or termination of the Agreement, Sidekick Solutions will continue to comply with this Data Processing Agreement.

i.　　**Assessment and Remediation**.

i.　　Customer may take reasonable and appropriate steps, as provided in Applicable Data Privacy Laws, to ensure Sidekick Solutions Processes the Personal Data, including De-identified Data and Pseudonymous Data, in a manner consistent with Customer's obligations under Applicable Data Privacy Laws, including by conducting reasonable assessments or audits, as provided by Applicable Data Privacy Laws. If Customer and Sidekick Solutions agree to an audit by a qualified and independent third party, Sidekick Solutions agrees to provide a report of such audit to Customer upon request.

ii.　　If Customer discovers unauthorized use of Personal Data by Sidekick Solutions or Sidekick Solutions' Subprocessors, Customer may, upon notice, take reasonable and appropriate steps to remediate such unauthorized use.

8.　　**Security.**

a.　　Sidekick Solutions will implement appropriate technical and organizational measures that will be no less than the measures in Schedule 3 to protect Personal Data from a Data Breach and to preserve the security and confidentiality of Personal Data.

b.　　Upon becoming aware of a Data Breach, Sidekick Solutions will:

i.　　Notify Customer without delay of the Data Breach, but in any case, no later than five (5) business days after becoming aware of the Data Breach; a breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

ii.   Promptly investigate or perform required assistance in the investigation of the Data Breach and provide Customer with detailed information about the Data Breach, including a description of the Data Breach, the approximate number of Data Subjects affected, the Data Breach's current and foreseeable impact, and the measures Sidekick Solutions is taking to address the Data Breach and mitigate its effects; and

iii.   Promptly take all commercially reasonable steps to mitigate the effects of the Data Breach or assist Customer in doing so.

c.   Sidekick Solutions will comply with this Section 9 at Sidekick Solutions' cost, unless the Data Breach arose from Customer's negligent or willful acts.

d.   Sidekick Solutions must obtain Customer's written approval before notifying any governmental entity, individual, the press, or other third party of a Data Breach that affected Personal Data that Sidekick Solutions obtained from, or Processed on behalf of, Customer. Notwithstanding anything to the contrary in this Data Processing Agreement, Sidekick Solutions may notify a third party about a Data Breach affecting Personal Data if it is under a legal obligation to do so, provided that Sidekick Solutions must: (1) make every effort to give Customer prior notification, as soon as possible, if it intends to disclose the Data Breach to a third party; and (2) if it is not possible to give Customer such prior notification, notify Customer immediately once it becomes possible to give notification. For any disclosure of a Data Breach to a third party, Sidekick Solutions will, as part of its notification to Customer, disclose the identity of the third party and a copy of the notification (if the notification to the third party has not been sent, Sidekick Solutions will provide the draft to Customer and permit Customer to offer edits or updates).

9. **Miscellaneous.**

a.   **Contact Information.** Send support inquiries to support@sidekicksolutionsllc.com. Send privacy matters to privacy@sidekicksolutionsllc.com. Send security disclosure, vulnerability reports, or availability concerns to security@sidekicksolutionsllc.com; or to request a copy of our Responsible Disclosure Policy.

Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

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Schedule 1: Description of the Processing

The nature, purpose, and subject matter of the processing is the provision of the Services as described in the Agreement, Order Form and Statement of Work, which includes the following processing activities.

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(1) Customer discloses Personal Data to Sidekick Solutions in connection with the Business Purpose(s) listed below.	Customer is a Controller. Sidekick Solutions is a Processor/ Service Provider.	Any Personal Data that Customer discloses to Sidekick Solutions.	All types of Personal Data defined as Sensitive Data	Customer's employees, business contacts, independent contractors	Customer is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into the U.S.	Module 2; Module 3, if both Customer and Sidekick are data processors

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(2) Sidekick Solutions creates account information for Customer's end users and collects usage information from them, for purpose of quality management and Service-related matters.	Sidekick Solutions is a Controller/Third Party. Customer is a Controller.	User ID. Usage/telemetry data about the end-user's device, e.g., device and browser identifiers (e.g., IP address, MAC address, identifiers stored in cookies) and information connected to such identifiers	None	Customer's employees, business contacts, independent contractors	Customer is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(3) Customer contacts Sidekick Solutions for support.	Customer is a Controller. Sidekick Solutions is a Controller/Third Party.	Name, email address, user ID.	None	Customer's employees, business contacts, independent contractors,	Customer is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

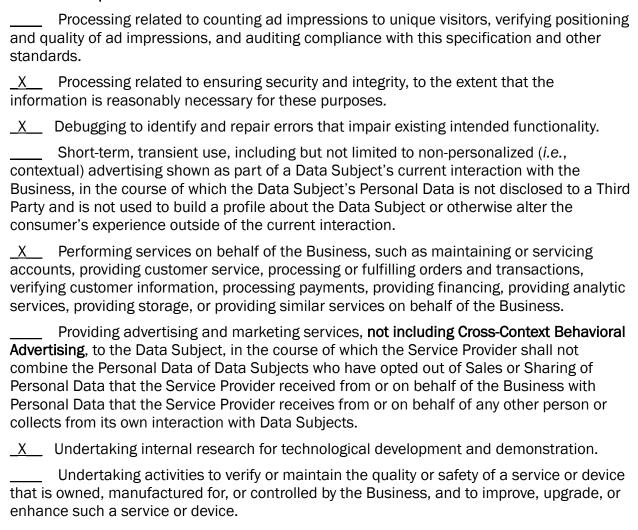| Processing Activity	Status of the Parties	Categories of Personal Data Processed	Categories of Sensitive Data Processed	Categories of Data Subjects	Status of the Parties as Data Exporter or Importer (as applicable)	Applicable SCCs Module for International Personal Data transfers (as applicable)
(4) The Parties Process Personal Data of each other's representatives to, e.g., (a) administer and provide the Services; (b) manage invoices; (c) manage the Agreement and resolve any disputes relating to it; (d) respond and/or raise general queries; and (e) comply with their respective regulatory obligations.	Sidekick Solutions is a Controller/Third Party. Customer is a Controller.	Name, title, and contact information.	None	Customer's employees, business contacts, independent contractors,	Customer is the Data Exporter, and exports data from the EU, UK and/or Switzerland. Sidekick Solutions is the Data Importer, and imports data into U.S.	Module 1

Business Purposes

_____ Processing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards.

_X__ Processing related to ensuring security and integrity, to the extent that the information is reasonably necessary for these purposes.

_X__ Debugging to identify and repair errors that impair existing intended functionality.

_____ Short-term, transient use, including but not limited to non-personalized (*i.e.,* contextual) advertising shown as part of a Data Subject's current interaction with the Business, in the course of which the Data Subject's Personal Data is not disclosed to a Third Party and is not used to build a profile about the Data Subject or otherwise alter the consumer's experience outside of the current interaction.

_X__ Performing services on behalf of the Business, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the Business.

_____ Providing advertising and marketing services, **not including Cross-Context Behavioral Advertising**, to the Data Subject, in the course of which the Service Provider shall not combine the Personal Data of Data Subjects who have opted out of Sales or Sharing of Personal Data that the Service Provider received from or on behalf of the Business with Personal Data that the Service Provider receives from or on behalf of any other person or collects from its own interaction with Data Subjects.

_X__ Undertaking internal research for technological development and demonstration.

_____ Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured for, or controlled by the Business, and to improve, upgrade, or enhance such a service or device.

Schedule 2: Sidekick Solutions Subprocessors

Sidekick Solutions uses the Subprocessors listed here.

Schedule 3: Technical and Organizational Security Measures

In its capacity as a Processor, Sidekick Solutions has implemented a written information security policy that addresses:

- Acceptable Use Policy
- Asset Management Policy
- Backup Policy
- Business Continuity/Disaster Recovery Plans
- Code of Conduct
- Data Classification, Retention, and Protection Policies
- Encryption and Password Policies
- Incident Response Plan
- Physical Security Policy
- Responsible Disclosure Policy
- Risk Assessment Policy
- Software Development Life Cycle Policy
- System Access Management Policy
- Vendor Management Policy
- Vulnerability Management Policy
- Security Awareness Training and Testing Policy

Sidekick Solutions uses a secure, third-party solution to facilitate transfers of personal and confidential data to and from its clients.

Sidekick Solutions has commissioned a third-party auditor for SOC 2 and HIPAA compliance.

Sidekick Solutions makes available a confidential Trust Page and Security & Compliance Report detailing its security posture.

Schedule 4: Jurisdiction-Specific Clauses

1. Jurisdiction-specific Obligations and Information for International Transfers.

1.1.   Generally. The parties agree that, for any jurisdiction not listed below that requires an International Data Transfer Mechanism, they hereby enter into and agree to be bound by the EEA Standard Contractual Clauses for transfers of personal data from that jurisdiction unless (1) the parties otherwise agree in writing or (2) a jurisdiction promulgates its own International Data Transfer Mechanism, in which case the parties hereby agree to negotiate an update to this DPA to incorporate such International Data Transfer Mechanism.

1.2.   European Economic Area.

1.2.1. "EEA Standard Contractual Clauses" means the European Union standard contractual clauses for international transfers from the European Economic Area to third countries, Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

1.2.2. For transfers from the EEA that are not subject to an adequacy decision or exception, the parties hereby incorporate the EEA Standard Contractual Clauses by reference and, by signing this DPA, also enter into and agree to be bound by the EEA Standard Contractual Clauses. The parties agree to select the following options made available by the EEA Standard Contractual Clauses.

1.2.2.1.   Clause 7: The parties do not adopt the optional docking clause.

1.2.2.2.   Clause 9(a) Module 2: The parties select Option 2. The time period is for the duration of the Offerings.

1.2.2.3.   Clause 9(a) Module 3: The parties select Option 2. The time period is duration of the Offerings.

1.2.2.4.   Clause 11(a): The parties do not select the independent dispute resolution option.

1.2.2.5.   Clause 17: The parties select Option 1. The parties agree that the governing jurisdiction is the country in which the data exporter is established.

1.2.2.6.   Clause 18: The parties agree that the forum is the country in which the data exporter is established.

1.2.2.7.   Annex I(A): The statuses of the parties as Controllers or Processors and Data Exporters or Data Importers is described in Schedule 1.

1.2.2.8.   Annex I(B): The parties agree that Schedule 1 describes the transfer.

1.2.2.9.   Annex I(C): The competent supervisory authority is the data protection authority in the country in which the data exporter is established.

1.2.2.10.   Annex II: The parties agree that Schedule 3 describes the technical and organizational measures applicable to the transfer.

1.2.2.11.   Annex III: The parties agree that Schedule 2 describes the relevant subprocessors and their roles in processing personal data.

1.3.   Switzerland. The parties agree to the following modifications to the EEA Standard Contractual Clauses to make them applicable to transfers of personal data from Switzerland.

1.3.1.The parties adopt the GDPR standard for all data transfers from Switzerland.

1.3.2.Clause 13 and Annex I(C): The competent authorities under Clause 13, and in Annex I(C), are the Federal Data Protection and Information Commissioner and, concurrently, the EEA member state authority identified above.

1.3.3.Clause 17: The parties agree that the governing jurisdiction is the country in which the data exporter is established.

1.3.4.Clause 18: The parties agree that the forum is the country in which the data exporter is established. The parties agree to interpret the EEA Standard Contractual Clauses so that data subjects in Switzerland are able to sue for their rights in Switzerland in accordance with Clause 18(c).

1.3.5.The parties agree to interpret the EEA Standard Contractual Clauses so that "data subjects" includes information about Swiss legal entities until the revised Federal Act on Data Protection becomes operative.

1.4.   United Kingdom.

1.4.1."**IDTA**" means the International Data Transfer Agreement issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as modified by the UK Information Commissioner's Office from time to time.

1.4.2.For transfers from the United Kingdom that are not subject to an adequacy decision or exception, the parties hereby incorporate the IDTA by reference and, by signing this DPA, also enter into and agree to be bound by the Mandatory Clauses of the IDTA.

1.4.3.Pursuant to Sections 5.2 and 5.3 of the IDTA, the parties agree that the following information is relevant to Tables 1 – 4 of the IDTA and that by changing the format and content of the Tables neither party intends to reduce the Appropriate Safeguards (as defined in the IDTA).

1.4.3.1.   Table 1: The parties' details, key contacts, data subject contacts, and signatures are in the signature block of the DPA.

1.4.3.2.   Table 2:

1.4.3.2.1.   The UK country's law that governs the IDTA is: England and Wales

1.4.3.2.2.   The primary place for legal claims to be made by the parties is: England and Wales

1.4.3.2.3. The statuses of the Data Exporter and Data Importer are described in Schedule 1.

1.4.3.2.4. The Data Importer represents and warrants that the UK GDPR does apply to its processing of personal data under the Agreement.

1.4.3.2.5. The relationship among the agreements setting forth data protection terms among the parties, including this Section, the DPA, and the Agreement, is described in Section 1 of the DPA.

1.4.3.2.6. The duration that the parties may process personal data is set forth in the DPA.

1.4.3.2.7. The IDTA is coterminous with the DPA. Neither party may terminate the IDTA before the DPA ends unless one of the parties breaches the IDTA or the parties agree in writing.

1.4.3.2.8. The Data Importer may transfer personal data to another organization or person (who is a different legal entity) if such transfer complies with the IDTA's applicable Mandatory Clauses.

1.4.3.2.9. The Data Importer may only forward personal data to another organization or person (who is a different legal entity) if such other organization or person is a Subprocessor.

1.4.3.2.10. The parties will review the Security Requirements listed in Table 4, and the supplementary measures described in Schedule 3, to this DPA periodically and revise them as necessary.

1.4.3.3. Table 3:

1.4.3.3.1. The categories of personal data, Sensitive Data, data subjects, and purposes of processing are described in Schedule 1. Such description may only be updated by written agreement of the parties.

1.4.3.4. Table 4:

1.4.3.4.1. The security measures adopted by the parties are described in Schedule 3 of this DPA. Such security measures may only be updated by written agreement of the parties.

1.5. The parties agree to adopt the additional technical, organizational, and/or contractual protections that may be required by their transfer impact assessment described in Schedule 3 of this DPA.