

Services Agreement

Between Ventura County Human Services Agency and AidKit

This **Services Agreement** ("Agreement ") is made as of July 1, 2023 ("Effective Date") by and between the County of **Ventura, by and through its Human Services Agency**, with its principal place of business at 800 S. Victoria Avenue, Ventura CA 93009 ("County" or "Client") and **AidKit Inc.**, with its principal place of business at 383 Corona Street Unit #814, Denver, Colorado ("AidKit" or "Service Provider"), collectively "Parties" and individually a "Party."

WHEREAS, Client seeks to implement a Guaranteed Income (GI) Pilot program that requires a service provider that can work with Client and Client's contractor, James Storehouse ("JS"), to facilitate the application for and distribution of cash benefits to individuals in need in the State of California, consistent with various program requirements of its funding sources, and through an efficient technological solution (the "GI Pilot");

WHEREAS, AidKit is an independent business that has created a technology platform that enables efficient application for and distribution of funds to qualifying individuals (the "AidKit Platform");

WHEREAS, Client desires to retain the services of AidKit to provide services that facilitate its GI Pilot; and,

NOW, THEREFORE, and in consideration of the promises and covenants set forth below, the Parties agree as follows:

1. Services and Fees

- 1.1. **Services.** AidKit agrees to provide the services described on the timeline set forth in the Scope of Work attached as **Exhibit A** regarding specific programs as agreed upon from time to time (together, the "SOW" for the "Services" for a specific "Project" as applicable).
- 1.2. **Fees.** Client agrees to pay for the Services as set forth in the SOW. Payment will be made based on invoices submitted to Client, which will include sufficient information to support the invoiced work, and provide other such data as may be requested. Unless otherwise provided in the SOW, Client will pay invoices within 30 days of receipt. The fees specified in the SOW will be the sole compensation for the Services.
- 1.3. **Expenses.** Client will pay expenses related to the Services, if any, as set forth in SOW and submitted through invoices.
- 1.4. **Operational Guidelines.** All Services will be carried out consistent with the Operational Guidelines set forth in **Exhibit B** and the terms of this Agreement.

2. Service Provider Relationship and Activities

- 2.1. **Independent Contractor.** The Parties acknowledge and agree that AidKit is an independent contractor and that nothing in this Agreement or in the Parties' performance of it should be deemed an employment relationship, partnership, joint venture, or arrangement other than that of an independent contractor. AidKit shall be treated in all respects as an independent contractor and Client shall not withhold any taxes on account of services

rendered to it by AidKit.

- 2.2. **Control.** AidKit agrees to carry out and complete the Services in a timely manner, consistent with due care, applicable law, the highest professional standards in the field and to the satisfaction of Client. AidKit shall have control, discretion, and responsibility for the manner of performing the Services; provided that such Services are performed consistent with the Operational Guidelines set forth in **Exhibit B**.
- 2.3. **Behavior.** AidKit agrees to provide Client staff, community partners, and audiences with a safe environment, free of harassment and discrimination based on sex, sexual orientation, gender identity, gender performance, race, ethnicity, nationality, religion, class, age, or ability. Client will not tolerate inappropriate interactions with anyone, harassment, threatening behavior, bullying, denigrating language, or violence of any kind. AidKit acknowledges that any such conduct by it or its collaborators or subcontractors may result in immediate termination of this Agreement.
- 2.4. **Relationship to Funders.** The Parties acknowledge that AidKit is a service provider under this Agreement and neither a subcontractor nor a subrecipient of any funding received by Client from public sources; provided, however, AidKit acknowledges its obligations to comply with any requirements of Client's funding, including but not limited to providing the information needed for Client to fulfill its reporting obligations and such other specific requirements described in **Exhibit A** and related Schedules. For avoidance of doubt, AidKit's performance of the Services hereunder do not require expenditures by AidKit, nor shall AidKit expend, \$750,000 or more of federal funds per year or under one or more HHS awards. Specific Funder Terms and Conditions are set forth in **Exhibit C**.

3. **Work Product and Intellectual Property.**

- 3.1. **Definitions.** For the purposes of this Agreement:
 - 3.1.1. **"Work Product"** means any and all Intellectual Property Rights, whether finished or unfinished, whether or not consisting of an Instance, and whether or not included in the Services, that are developed, produced, generated or provided by Service Provider in connection with Service Provider's performance of its duties under the Agreement or through use of any funding provided under this Agreement and other work products that arise out of or which result from the Project as specified in a subsequent SOW that are carried out by Service Provider and any of its subcontractors, and which are funded by the Agreement or subsequent SOW from Client.
 - 3.1.2. **"AidKit Property"** means (i)(A) AidKit's proprietary technology platform and system (including without limitation software, source code, methodologies, algorithms, processes, designs, reports, writings, hardware, databases, electronic systems (including database management systems), and proprietary and technical information therein) for gathering, analyzing, modifying data and making available cash grants to Client beneficiaries, and (B) AidKit's technical data, creative designs and concepts, web designs, trade secrets and know-how, business plans, software, algorithms, programming techniques, business rules, business methods, inventions, drawings, engineering, hardware configuration information, marketing and

strategic plans, financial data, processes, technology and designs which it maintains for purposes of providing the Services (collectively, “**AidKit Technology**”), that is owned by Service Provider prior to the Effective Date of this Agreement, or licensed by Service Provider from third parties at any time for use in connection with the Project or subsequent SOW under this Agreement; (ii) improvements, enhancements, derivative works, additional modules or features made by AidKit to any of the materials in (i) or (ii) above (collectively “**Modifications**”), whether or not such Modifications were made by AidKit on the basis of any feedback, ideas, suggestions, or information provided by Client, and (iii) any and all Intellectual Property Rights within the foregoing.

3.1.3. “**Instance**” means customized Modifications to AidKit Technology which follow Client’s guidelines as to eligibility, population or other Client Data specifications set forth in this Agreement and any SOW for a Project that support Client’s management and operation of a program.

3.1.4. “**Client Data**” means all information provided to or collected by Service Provider by or on behalf of Client, including all recipient data, in connection with the Services, including but not limited to the Resultant Data.

3.1.5. “**Intellectual Property Rights**” means the collective reference to any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, including but not limited to, trademarks, service marks, brand names, certification marks, trade dress and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries and ideas, whether patentable or not, in any jurisdiction; and other works, whether copyrightable or not; and other intellectual property or proprietary rights of any kind.

3.1.6. “**Resultant Data**” means data and information in an anonymized manner derived from or related to Service Provider’s performance of the Services that is used by Service Provider, including to compile statistical and performance information related to the provision and operation of the Services.

3.2. Rights in AidKit Property.

3.2.1. Service Provider shall own and retain sole and exclusive right, title, and interest in and to the AidKit Property. Subject to the provisions of this Agreement, insofar as any Services for a particular SOW contains any AidKit Property, Service Provider and any of its subcontractors grant to Client and JS a non-exclusive, worldwide, royalty-free (subject to any payment obligations herein) license to use such AidKit Property to the extent necessary to allow Client the right to fully enjoy the Services during the term of such SOW solely in a manner consistent with their intended use

- for the GI Pilot, as set forth in this Agreement or subsequent, applicable SOW.
- 3.2.2. Client acknowledges that nothing in this Agreement gives Client or JS any right, title or interest in the AidKit Property other than the right to use the AidKit Property in accordance with and only during the term of this Agreement.
 - 3.2.3. Client acknowledges that nothing in this Agreement gives Client or JS any right, title or interest in any data or other intellectual property provided to Service Provider by third parties not described in the Project or subsequent SOW for use by Service Provider in performance of the Services.
 - 3.3. Ownership of Work Product. Service Provider is the author of the Work Product and owns all right, title and interest in and to the Work Product, including without limitation, all copyright rights and all other Intellectual Property Rights in and to the Work Product under United States law or the law of any other jurisdictions, or under any international law treaty, convention or proclamation. Client acknowledges Service Provider's authorship and ownership of rights in the Work Product and agrees it will do nothing inconsistent with such ownership or rights.
 - 3.4. Grant of Non-Exclusive License. Subject to the terms and conditions specified in this Agreement, Service Provider grants to Client and JS a non-exclusive, perpetual, worldwide, royalty-free license, right and privilege to use, reproduce, copy, distribute, display, publish, transmit and perform the Work Product in all media for the purpose of communicating with the public about the GI Pilot. Subject to the terms and conditions specified in this Agreement, Client grants to Service Provider a non-exclusive, non-sublicensable, perpetual, worldwide, royalty-free license, right and privilege to use, reproduce, copy, distribute, display, publish and transmit the anonymized Resultant Data in all media.
 - 3.5. Ownership of Client Data. Service Provider understands, acknowledges and agrees that Client shall own the Client Data. Upon termination or expiration of this Agreement for any reason, or at any time at Client's request, Service Provider shall (a) immediately cease to use Client Data, and promptly, but in no event longer than the time required by applicable laws, return same (in the format Client reasonably requires) to Client and/or destroy same wherever it resides on Service Provider's platform or systems (and certify to such destruction in writing).
4. **Confidentiality.** During the term of the Agreement, a Party (the "**Receiving Party**") may be exposed to or acquire information regarding the business, projects, operations, finances, activities, affairs, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, customers, finances, personnel data, health plan rating and reimbursement formulas, computer hardware and software, computer systems and programs, processing techniques and generated outputs, intellectual property, procurement processes or strategies or providers of the other Party or their respective directors, officers, employees, agents or clients (collectively, the "**Disclosing Party**"), including, without limitation, any idea, proposal, plan, procedure, technique, formula, technology, or method of operation (collectively, "**Confidential information**").
- 4.1. In the case of Client, "Confidential Information" shall expressly include the following types of information: (i) Client information of a sensitive nature

including, but not limited to, information from Client personnel or client records and information concerning Client operations or strategic or tactical plans and (ii) all Client Data, and shall expressly exclude Resultant Data. In the case of AidKit, “Confidential Information” shall expressly include the following types of information: (i) information of a sensitive nature including, but not limited to, information related to or arising from the AidKit Property, and information concerning AidKit operations or strategic or tactical plans.

- 4.2. Each Party agrees to hold the Confidential information of the other Party in strict confidence, to use such information in the course of performing its obligations hereunder, and to make no disclosure of such information except as authorized in accordance with the terms of this Agreement or as expressly authorized in writing by the other Party.
 - 4.3. Confidential Information shall not include information that a Party can demonstrate: (a) is or will be in the public domain (other than through the Service Provider’s unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its legal or tax counsels or financial advisors regarding the transaction(s) contemplated hereunder, provided that such legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.
 - 4.4. **Injunctive Relief.** Without limiting the remedies available to AidKit, Client acknowledges and agrees that a breach by client of any client obligations under this section (Confidentiality) may result in material irreparable harm to AidKit for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such harm and that, in the event of such a breach or threat thereof, AidKit cannot be reasonably or adequately compensated in damages and, as such, AidKit will be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction or other equitable relief in respect of such breach or imminent breach restraining Client from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in this section (Confidentiality).
- 5. Representations and Covenants of AidKit.**
- 5.1. **Legal Compliance.** AidKit will comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes that are applicable to the performance of Services under this Agreement or to AidKit as an employer.
 - 5.2. **Reserved.**
 - 5.3. **Publicity.** AidKit may identify Client as a Client or customer, but agrees to only use Client logo, trademarks, or excerpts from or descriptions of the SOW with prior written consent from Client.
- 6. Term and Termination.**
- 6.1. **Term.** The term of this Agreement shall commence on July 1, 2023, and shall continue through March 31, 2026 (the “Term”), unless renewed. The Agreement may be terminated earlier by AidKit’s final completion of the Services and acceptance of such Services by Client or through the termination provisions described below.

- 6.2. **Mutual Agreement.** Either Party may terminate this Agreement without cause upon thirty (30) days written notice.
- 6.3. **Cause.** Client may terminate this Agreement immediately upon written notice to AidKit in the event that AidKit violates the terms of this Agreement. To exercise its rights under this provision, Client agrees to give notice of the violation and provide at least five (5) days to cure. If cure is not possible or successful, the Agreement shall terminate immediately.
- 6.4. **Effect of Termination.** Upon receipt of notice of termination, neither Party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other Party; provided, however, the Parties agree to cooperate to fulfill each Party's obligation to provide information to the other party to facilitate any required reporting or compliance obligation. Articles 3, 4, and 7 remain in effect after termination.
- 6.5. **Return of Documents.** As soon as possible but in no event later than five (5) days after termination of this Agreement, AidKit shall deliver to Client any and all Client documents and materials provided to AidKit and any and all AidKit documents and materials prepared by AidKit or relating to AidKit's performance of the Services under this Agreement.

7. Insurance and Indemnification.

- 7.1. **Service Provider Insurance.** AidKit will maintain and provide Client with certificates of insurance evidencing the types and amounts specified below, in addition to any specific insurance requirements listed in Exhibit A and related Schedules:
 - 7.1.1. Workers' compensation in full compliance with California statutory requirements, for all employees of AidKit and Employer's Liability in the minimum amount of \$1,000,000, and unemployment compensation insurance as required by law in California. AidKit agrees to waive all rights of subrogation against the County, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by AidKit under the terms of this Agreement as it pertains to Workers' Compensation.
 - 7.1.2. Comprehensive general liability insurance for operations and contractual liability adequate to cover the liability assumed hereunder and with limits of not less than \$1,000,000 on account of any one person and \$2,000,000 aggregate for property damage and personal injury.
 - 7.1.3. Automobile liability insurance in those instances where AidKit uses an automobile, regardless of ownership, for the performance of the Services. AidKit shall carry insurance in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/ Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - 7.1.4. Cyber Liability/Security & Privacy insurance in the minimum amount of \$2,000,000 per occurrence and \$4,000,000 annual aggregate.
 - 7.1.5. The County, its boards, agencies, departments, offices, employees, agents, and volunteers are to be named as Additional Insured as respects work done by AidKit under the terms of this Agreement on all policies required

(except Workers' Compensation).

7.1.6. AidKit shall provide to Client additional certificates of such insurance upon Client's request. Such insurance coverage shall not be reduced below the limits described above or canceled without Client's written consent; provided that if AidKit desires to change the carrier for any of the insurance described above, AidKit may do so without Client's written consent, but AidKit shall give Client (30) days prior written notice of such change. AidKit shall require that any of its agents who enter upon the Client's premises shall maintain like insurance. AidKit's insurance shall be primary insurance to the full limits of liability herein before stated, and should Client have other valid insurance, Client insurance shall be excess insurance only.

7.2. **Indemnification.**

7.2.1. **General.**

AidKit shall indemnify, hold harmless County and its officers, agents and employees (collectively the "County Parties", and each a "County Party") from, and, if requested, shall defend them from and, against any and all liabilities (legal, contractual, or otherwise), losses, damages, costs, fees, charges, expenses, or claims for injury or damages, that may be asserted by a third party against any County Party (collectively, "Claims"), arising from or in any way connected with: (i) AidKit's breach or failure to perform any of its obligations under the Agreement, (ii) injury to or death of a person, including employees of County or AidKit arising from or relating to AidKit's gross negligence or willful misconduct; (iii) loss of or damage to property arising from or relating to AidKit's gross negligence or willful misconduct; (iv) violation of local, state, or federal common law, statute or regulation by AidKit, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (v) strict liability imposed by any law or regulation for the acts or omissions of AidKit; or (vi) losses arising from AidKit's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; except (a) to the extent that such indemnity is void or otherwise unenforceable under applicable law, (b) where such Claims, injury or liability are the result of or relate to the active negligence or willful misconduct of County and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on AidKit, its subcontractors, or either's agent or employee, (c) where such Claims are the result of or relate to grossly negligent, reckless or intentional misconduct of any County Party, (d) where such Claims are the result of or relate to any breach by County or County's failure to perform any of its obligations under this Agreement, or (d) where such Claims are the result of or relate to any inaccuracy or incompleteness of the County Data. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs incurred by the County and County's reasonably incurred costs of investigating any claims against the County.

7.2.1.1. **Overpayments.** For the sake of clarity, AidKit shall be responsible for repaying any overpayment made in error, and indemnifying Client for any liability related to such error, to the extent such error is caused by the actions or inactions of AidKit, including through AidKit's use of the AidKit Property; provided, however, AidKit shall not be responsible for any overpayment that results from the actions or inactions of Client or any inaccuracy or incompleteness of the Client Data.

8. General Terms and Conditions

- 8.1. **Enforcement and Waiver.** No waiver or modification of this Agreement or any covenant, condition, or limitation contained in it, shall be valid unless in writing and signed by AidKit and Client. No delay or omission by Client in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Client on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- 8.2. **Force Majeure.** Neither party will be liable to the other party for any failure or delay in performance due to any natural disaster, government order, pandemic or other health threat, civic unrest, or other similar event beyond its reasonable control. Should such an event occur, the affected party will give prompt written notice of such event to the other party, and will use reasonable efforts to work around the situation and resume performance as soon as reasonably possible.
- 8.3. **Cumulative Remedies.** The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.
- 8.4. **Severability.** If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, such holding shall not invalidate or render unenforceable the entire Agreement or affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable such provision shall be limited so as to effectuate the essential intent of the Parties to the fullest extent permitted by applicable law.
- 8.5. **Monitoring.** The County will have the right to review the work being performed by AidKit under this Agreement at any time during AidKit's usual working hours. Review, checking, approval or other action by the County will not relieve AidKit of AidKit's responsibility for the thoroughness of the services to be provided hereunder. This Agreement will be administered by the County's Human Services Agency.
- 8.6. **Conflict of Interest.** AidKit covenants that AidKit presently has no interest, including, but not limited to, other projects or independent contractors, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. AidKit further covenants that in the performance of this Agreement no person having such interest will be employed or retained by AidKit under this Agreement.

- 8.7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with, and its performance governed by, the laws of the State of California. Venue and jurisdiction will be in California state or federal courts.
- 8.8. **Entire Agreement, Amendments and Modification.** This Agreement constitutes the entire Agreement between Client and AidKit with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.

The Parties have caused their duly authorized representatives to sign this Services Agreement to be effective as of the Effective Date first stated above.

Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Exhibit A: Scope of Work

Function	Description

<p>Furnish tech-enabled tools to manage program participant intake</p>	<ul style="list-style-type: none"> - Design and build either referral or interest form to serve as an optional pre-application entry point - Design and build application form - Provide machine translation of the application in up to 4 languages and provide access for human vetting of the machine translation. English does not count towards the 4 languages; however, Spanish is included. Remaining up to 3 languages will be specified by Client. - Provide audible voice-overs of the application in each supported language - Custom site-level branding - Application customization within the structure of the CDSS application template and defined opportunities for site-level customization
<p>Furnish tech-enabled tools to manage review, verification, and enrollment</p>	<ul style="list-style-type: none"> - Provide a user-friendly interface designed for the application review team (review function will be staffed by the client or its designee). - Provide access-level controls for supervisors, screeners, reviewers, and applicant support teams. - Provide training on the review function (train the trainer). - Build an efficient review flow that flags ineligible applicants and provides a roadmap for eligibility determinations. The following eligibility parameters will be addressed: <ul style="list-style-type: none"> - Identity and age verification - Income eligibility verification leveraging a combination of the following features: <ul style="list-style-type: none"> - Census-derived income checks - Integrated income calculator - Self-attestation with

	<ul style="list-style-type: none"> - built in E-signature - Benefit eligibility derived income verification - participants can be asked to provide a copy of their CalFresh or other benefits cards/letters to demonstrate income eligibility, if applicable - Document upload - collect pay stubs, W2s, tax documents, and other income documents - Geographic eligibility verification - Streamlined enrollment form and workflow for in person or remote program enrollment
<p>Communicate with applicants and enrolled participants</p>	<ul style="list-style-type: none"> - Management and distribution of bulk communication campaigns to applicants and participants with content provided by program sites. <ul style="list-style-type: none"> - Bulk notifications/triggered notifications will be limited to three (3) campaigns per program, per payment cycle. - Robust communications management system to support individual touch points; includes phone, email, and text messaging - Applicant-specific custom links to check on the application status, update payment preferences and update contact information as needed

<p>Pay participants</p>	<ul style="list-style-type: none"> - Provide a secure payment approval and disbursement system for timely and accurate payments to approved recipients - Provide integrated payment options accessible to both banked and unbanked applicants, including interbank ACH and pre-loaded, refillable, ATM-enabled cards - Furnish an integrated payment tracking system and provide automated payment issue resolution - Provide a secure system/portal for accurately capturing banking information from approved applicants
<p>Provide integrated benefit screening tools</p>	<ul style="list-style-type: none"> - Site-specific benefit screening tool customized on the parameters of guaranteed income payment amounts and benefits waivers secured - Enable benefits counselors to advise program participants about the potential for benefits reduction or loss related to guaranteed income program participation - Leverage data collected at other stages in the program to streamline benefits screening and counseling
<p>Customer Service and Technical Support</p>	<ul style="list-style-type: none"> - Provide payment and technical support. This includes addressing issues related to payments for both debit card and ACH payment methods and addressing technical issues. - Card replacement and card issue resolution support available in English and Spanish through AidKit's card issuing partners. - Payment and technical support does not include onboarding and enrollment support for those who need help filling out the application. - Furnish an integrated applicant support platform with dedicated

	<p>support phone number and email address.</p> <ul style="list-style-type: none"> - Provide training on the support function (train the trainer). - Support tickets can be submitted via phone call (by leaving a voicemail), text message, or email. Support agents can review tickets in the order in which they were received and respond in kind. In the case of voicemail, agents can call back and provide live phone support. Other features include: <ul style="list-style-type: none"> - Convert voicemail, text message, and email requests into tickets, - Manage and work on support tickets, escalating as needed, - View tickets in context with application data and all prior communications available in one screen, - Live activity log and case manager/support agent assignment, - Filter by language, assign to appropriate support agents, and - Customer service reporting and dashboards.
<p>Support Research and Evaluation</p>	<ul style="list-style-type: none"> - AidKit will be used to coordinate state-wide evaluation led by Urban Institute, including sending surveys to program participants. Local or site-level evaluation is not included in this scope of work.
<p>Reporting and Dashboards</p>	<ul style="list-style-type: none"> - Individual programs will have data and dashboard access to support their impact evaluations at the program level. - Common repository for all applicant documents with simple navigation - Access data quickly and easily with admin and screener views - Full data export for further research

	<p>and analysis</p> <ul style="list-style-type: none">- Up to 4 custom dashboards that can be shared with partners and funders to monitor progress- AidKit will create custom reports configured to CDSS and Urban Institutes program and evaluation reporting requirements.- AidKit will create one additional custom report, which can be pulled at any time, configured to the reporting requirements of other funders providing matching funds.
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II. Timeline

Objective	Dependencies	Party Responsible	Target Date
Furnish interest form or referral form (optional)	Client specifies data to be collected	AidKit	6-weeks post effective date
Furnish application	Client approves eligibility verification protocol, specifies form contents, and helps to facilitate user testing	AidKit	8-weeks post effective date
Furnish application review and application assistance systems		AidKit	9-weeks post effective date
Furnish enrollment and first payment system workflows	Workflow and content approved by client	AidKit	10-weeks post effective date
Build custom dashboards for interest/referral, application, enrollment, and payment program phases		AidKit	12-weeks post effective date
Disburse first payments	AidKit receives sufficient funds in advance to issue monthly guaranteed income payments	AidKit	10/01/2023 - Tentative
Disburse subsequent monthly payments	AidKit receives sufficient funds in advance to issue monthly guaranteed income payments	AidKit	October 2023 and ongoing for 18 months

III. Grant Payment Set Up

Step	Party Responsible
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Client will transfer funds to AidKit upon being invoiced per section VI."Payment Schedule"	Client
Client will transfer funds to AidKit's corporate Mercury bank account for direct granting based on agreed upon eligibility criteria and targets. If multiple funds are transferred, Client will indicate allowable uses per fund to AidKit.	Client
AidKit will provide quarterly invoices to Client accounting for the disbursement of the funds received, by fund type.	AidKit
AidKit will return to Client any unused grant funds upon completion of this Agreement.	AidKit
Client issues final approval of the grant payments based on the agreed upon eligibility criteria defined. Once the applicant is considered "Approved" by AidKit, the client considers the applicant ready for grant payment without additional authorization required. Note: Client reserves the right to add an additional approval step if deemed necessary by Client.	Client
On behalf of Client, AidKit will disburse individual grant payments for all approved applications through AidKit financial accounts.	AidKit

IV. Payment Schedule

Payments will be made to individuals on the following schedule:

Date	Funds Disbursed	Number and description of recipients
October 2023 and ongoing for 18 months	\$1,000/participant/month	150 participants, 18 payments each; 1 payment per month per participant for 18 months

V. Payment Fee

The following budget total is based on the Scope of Work table outlined in Exhibit A. The total fees are for an amount not to exceed \$128,758.00. Any work performed outside of the agreed upon SOW, shall be reflected as an Amendment to the Agreement, and shall be billed separately as "Additional Work" and shall be subject to the following terms:

Hourly Rate: The additional work shall be billed at an hourly rate of \$300/hour for software engineering and \$150/hour for program management for each hour or portion thereof spent on the additional work.

Authorization: AidKit shall not commence any additional work without obtaining prior written authorization from the Client. The Client shall have the right to request a written estimate of the time and materials required for the additional work before providing authorization.

Documentation: AidKit shall maintain detailed records of all time spent and materials used for the additional work and shall provide such records to the Client upon request.

Funds Disbursed: If the Client secures additional program funding beyond the CDSS California Statewide Guaranteed Income Pilot and requests AidKit to disburse such funding to program participants, AidKit shall be entitled to a fee of 3% of the disbursed funds.

VI. Payment Schedule

AidKit will invoice Client for the AidKit Admin Fees for the implementation of this program. The table below represents the payment schedule timeline and requisite documentation required:

	Type of Invoice	Invoice Sent from AidKit to Client	Invoicing Milestone Description	Amount
#1	Admin + Guaranteed Income (GI) Payments	At contract signing between AidKit and Client	At signing of AidKit/Pilot Site Contract: AidKit to invoice Client 40% of AidKit admin fees plus first 6 months of guaranteed income payments (net 60 days). <ul style="list-style-type: none"> - <i>Note: After receiving the AidKit Invoice, Client will need to invoice CDSS for the AidKit Invoice Amount (CDSS could take up to 45 days to send Pilot Sites the funds, so please plan accordingly).</i> 	GI Payments \$900,000 Admin Fees \$51,503.20
#2	Guaranteed Income (GI) Payments	3 months into payment	At 3 months into direct payments, AidKit will invoice Client in anticipation of the next 6 months of guaranteed income payments. (net 60 days). If additional direct payment funds remain, AidKit will invoice for those as needed. <ul style="list-style-type: none"> - <i>Note: After receiving the AidKit Invoice, Client will need to invoice CDSS for the AidKit Invoice Amount</i> 	GI Payments \$900,000

			<i>(CDSS could take up to 45 days to send Client the funds, so please plan accordingly).</i>	
#4	Admin	Application launch	At application launch, AidKit will invoice the Client for 25% of AidKit admin fees (net 60 days). - <i>Note: After receiving the AidKit Invoice, Client will need to invoice CDSS for the AidKit Invoice Amount (CDSS could take up to 45 days to send Client the funds, so please plan accordingly).</i>	Admin Fees \$32,189.50
#5	Admin	Half of direct payments to recipients disbursed	When half of program funds have been successfully disbursed, AidKit will invoice Client for 25% of AidKit admin fees (net 60 days). - <i>Note: After receiving the AidKit Invoice, Client will need to invoice CDSS for the AidKit Invoice Amount (CDSS could take up to 45 days to send Client the funds, so please plan accordingly).</i>	Admin Fees \$32,189.50
#6	Guaranteed Income (GI) Payments	9 months into payment	At 9 months into direct payments, AidKit will invoice Client in anticipation of the next 6 months of guaranteed income payments. (net 60 days). - <i>Note: After receiving the AidKit Invoice, Client will need to invoice CDSS for the AidKit Invoice Amount (CDSS could take up to 45 days to send Client the funds, so please plan accordingly).</i>	GI Payments \$900,000
#7	Admin	Completion of all direct payments to recipients	Upon completion of all payments, other deliverables, and issuance of a final report, AidKit will invoice the pilot site for remaining 10% of AidKit admin fees (net 60 days). - <i>Note: After receiving the AidKit Invoice, Client will</i>	Admin Fees \$12,875.80

			<i>need to invoice CDSS for the AidKit Invoice Amount (CDSS could take up to 45 days to send Client the funds, so please plan accordingly).</i>	
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VII. Reporting Requirements & Schedule: The following additional variables will be required to be included in the reports provided by AidKit. This list is not all inclusive. As such, AidKit and County agree that additional variables may be identified and included during the program.

Variable	Frequency
Up to 4 custom dashboards with reporting variable TBD	Real-time
CDSS required reports	Monthly or as requested
Match funder-required reporting metrics TBD	Monthly or as requested

VIII. Donor Compliance Requirements: As a vendor of Client, AidKit is required to ensure the following compliance or regulatory requirements are met as a part of their execution of this agreed Scope of Work. Client reserves the right to update these requirements via written communication (email) as new funder requirements may occur. Evaluation Donors of Client reserve the right to conduct program evaluations at their discretion above what was originally included in the grant proposal. Therefore, AidKit will participate in program evaluation if requested by Client above what is outlined in the Scope of Work.

Operational Guidelines Exhibit B

The Services described in the Agreement, the Scope of Work (Exhibit A) shall be performed consistent with these requirements in addition to all of the requirements of the Agreement:

1. **Misconduct: Fraud, Exploitation, & Coercion Identification, Reporting, & Mitigation** Vendors or contractors of Client will not engage in misconduct, including fraud and coercion/exploitation, compromising the integrity and safety of program participants. The following two types of behavior are considered misconduct:
 - a. **Fraud:** For purposes of this Agreement, the definition of fraud includes

but is not limited to:

- i. Identity theft or misrepresentation of identity or personal information by screener or applicant;
 - ii. Intentional misrepresentation of qualifications or eligibility;
 - iii. Use of invalid identification or verification documents;
 - iv. Intentional duplication of application by screener or applicant whereby the duplicate application is successfully enrolled ; or
 - v. Intentional manipulation of the process to benefit screener or applicant.
 - b. **Exploitation or Coercion:** For purposes of this Agreement, the definition of exploitation or coercion includes but is not limited to:
 - i. Prioritization of applications for whom applicants have paid a third party;
 - ii. Exploitation of applicants: i.e. screeners or organizations that coerce applicants into paying a fee for processing applications; or,
 - iii. Exchange of services with any entity/party engaged with the program, upon receipt of, or in preparation of receipt of program funds; or
 - iv. Manipulation of or enticements to applicants in violation of program rules.
2. **Reporting Requirements for Fraud:** In cases where alleged or suspected fraud is identified through the AidKit system, AidKit shall notify Client within 48 hours in writing. AidKit agrees to conduct an internal investigation in cases of alleged or suspected fraud. At the conclusion of the internal investigation, AidKit shall furnish a written report to Client of the findings of the investigations. Client is responsible for determining all actions taken with screening organization, screener, or program participant/applicant as a result of confirmed or suspected fraud. AidKit can take action to freeze, suspend, or remove any party involved in confirmed fraud at the direction of Client; provided, however, AidKit may temporarily freeze or suspend access to prevent the immediate threat of fraud. All communication related to any possible fraud case with any outside party is the sole responsibility of the Client, unless AidKit is specifically requested to participate. If fraud is confirmed, AidKit and Client shall meet to develop a fraud mitigation plan to prevent future instances.
3. **Reporting Requirements for Exploitation or Coercion:** In cases where alleged or suspected exploitation or coercion is identified through the AidKit system, AidKit agrees to notify Client within 48 hours in writing. Client is responsible for investigating and determining all actions taken with screening organization, screener, or program participant/ applicant as a result of confirmed or suspected exploitation or coercion. AidKit agrees to provide any documentation required to support Client's investigation as is available through the AidKit platform. All communication related to a suspected fraud case with any outside party is the sole responsibility of Client, unless otherwise directed by Client.
4. **Protection of Personal Identifiable Information** AidKit is dedicated to protecting the privacy of an applicants' Personal Identifiable information (PII). In addition to the requirements of the Agreement for all parties in regard to Confidentiality. AidKit follows the following policies to protect PII.
- a. PII confidentiality:
 - i. AidKit will not share PII with 3rd parties, except as needed to

- operate services (i.e. make payments, send texts messages)
 - ii. AidKit reserves the right not to share any PII data with government agencies. If AidKit intends not to share such data that will be specifically called out in the scope of work.
 - iii. PII access permission:
 - 1. AidKit will follow the principles of “Least Privilege”
 - 2. AidKit will use a tiered hierarchy of roles that allows users with certain permissions to view applications and PII.
 - iv. PII encrypted storage:
 - 1. All data will be encrypted at rest and in transit.
 - 2. All PII data will be stored on an encrypted database on an isolated network that requires hardware-based tokens to access.
 - v. PII deletion
 - 1. After a program is complete, all outstanding payments will be accounted for and final reporting is complete, programs will be moved into an "archived" state wherein all PII is redacted from AidKit interfaces and unavailable for access.
 - 2. AidKit will automatically one-way-hash or delete all PII data for applicants in that program on the PII Expiration Date which is 12 months from program completion.
5. **Effective Delivery of Services** The facilitate the effective delivery of Services AidKit agrees to the following requirements responsiveness, reporting, and collaboration on training:
- a. **Response Time:** If as part of this program AidKit manages a support line, AidKit will respond to all messages on the SMS Support Line within a timely manner during regular business hours.
 - b. **Payment Error Communication:** AidKit agrees to provide reports to the client about payment status, issues, delays, or otherwise via program dashboards after each disbursal period.
 - c. **Training:** AidKit will train Client how to use the AidKit platform, if necessary Client will then train other partners or CBOs as relevant to the program.
6. **Payment of Benefits to Program Participants** AidKit reserves the right to pause payments to program participants. If a pause of payment is put in place, this does not interrupt the amount of funding a recipient receives upon program completion, i.e. funds are still accumulated; this pause simply eliminates funds from being placed on a card or in an account in order to protect the funds themselves. Once a determination is made by the client, participant and AidKit the Client/AidKit may reactivate the participants card or payments to an account, the payment processor will distribute all accumulated funds accordingly. Circumstances in which this pause may take place include, but are not limited to:
- i. Inability to communicate with program participant or secondary contact to confirm identity, receipt of payments, reverification
 - ii. At the request of a program participant or their secondary contact to pause payments to their card/account. Potentially due to incarceration, severe injury, coercion, or other circumstances of similar significance.
 - iii. If a participant voluntarily withdraws from the program;
 - iv. If a participant knowingly misrepresents their identity or eligibility to

- v. program staff and/or commits fraud as outlined in the Misconduct Policy;
If a participant commits violence or makes threats of violence to any program staff, including threats made over the phone, email, text message, or in person;
- vi. If a participant is deceased.