WHATCOM COUNTY CONTRACT INFORMATION SHEET (CIS)

Whatcom Co. Contract #:

Originating Department: 85 - Health
Division: 8530 - Community Services
Program: 853020 - Healthy Children and Families
Contract or Grant Administrator: Sarah Simpson
Contractor's / Agency Name: AidKit, Inc.
Title of Agreement (optional): Healthy Children's Fund Child Care Augmentation Contract

Type of Contract: Standard Contract for Services
If amendment or renewal, original contract #:
Is this is a grant agreement? No If so, grantor agency contract #s: ALN: *Note: Complete ALN field if contract involves direct federal grants/cooperative agreements or pass-through federal funds.*
Is this contract grant-funded? No If yes, Whatcom County grant contract number(s):
If this contract the result of an RFP? Yes If yes, RFP number(s): 25-66
Is this contract the result of a Bid Process? No If yes, Bid Number(s):
Does this contract involve federal reimbursement? *(i.e. fed grant, cooperative agreement, pass-through fed funds, etc.)* No
Procurement method: Request for Proposal (RFP) - For services or technologically complex equipment such as computer
Council review: Required - Contract/bid exceeds $75,000

Fund(s): 1858
Cost Center(s): 18581003
Object Account(s): 6610

Original Contract Amount: $
This Amendment Amount: $
Total Cumulative Amount: $ 7,052,947

Contract term ends: 11/30/2028

Key words/summary (optional): 2026 estimated budget spend out = $804,265 2027 estimated budget spend out = $3,744,895 2028 estimated budget spend out = $2,503,787

Contract routing *(please initial & date):*

Prepared by: S. Simpson 02/26/2026

Contractor signed: _____

Contractor review: _____

Executive review: _____

Attorney signoff: J. Wilson 07/14/2026

Council approval, if necessary: _____

AS Finance review: D. Kemph 07/23/2026

AB#: AB2026-590

IT review (if related): n/a

Executive signed: _____

Whatcom County Contract Number:

CONTRACT FOR SERVICES
Between Whatcom County and AidKit, Inc.

AidKit, Inc., hereinafter called **Contractor** and Whatcom County, hereinafter referred to as **County,** agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 13 ,
Exhibit A (Scope of Work), pp. 14 to 24,
Exhibit B (Compensation), pp. 25 to 28,
Exhibit C (Certificate of Insurance),
Exhibit D (Pass-Through Program Funds),
Exhibit E (Program Closeout).

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on August 12, 2026, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on November 30, 2028.

The general purpose or objective of this Agreement is to develop and implement a localized child care provider and rate augmentation and family subsidy program, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term authorized herein (if applicable) shall not exceed $7,052,947. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

CONTRACTOR:

AidKit, Inc.
2000 S. Colorado Blvd.
Bldg 1 – 2000 - #177
Denver, CO 80222

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

_____

Brittany Christenson, CEO Date

WHATCOM COUNTY:
Recommended for Approval:

Ann Beck, Community Health & Human Services Manager Date

Champ Thomaskutty, Director Date
Whatcom County Health and Community Services

Approved as to form:

Approved via email JCW/crg 07/14/2026
Janelle C. Wilson, Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

CONTRACTOR INFORMATION:

AidKit, Inc.
2000 S. Colorado Blvd.
Bldg 1 – 2000 - #177
Denver, CO 80222
(518) 593-8753
brittany@aidkit.cloud

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration, consideration and other terms and conditions of this Agreement may be extended after the initial term of this Agreement by mutual written consent of the parties.

Extensions may be for a period of up to two years and for a cumulative total of no longer than four years including the original term.

11.1 Termination for Default:

If the Contractor defaults by (i) failing to perform any material obligations of the contract and fails to cure such default within thirty (30) days after receipt of written notice from the County specifying the nature of the default, (ii) becomes insolvent, or (iii) is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall be entitled to payment for work satisfactorily performed before the termination date; however no further payments shall be made under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County preferably not less than thirty (30) days written notice to Contractor. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents

that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and if required has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County. Notwithstanding the foregoing, Contractor may engage standard commercial vendors or service providers used in the ordinary course of business in connection with the performance of this Agreement without prior written approval, provided that Contractor remains responsible for the performance of such vendors.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County, subject to the express exclusion of AidKit Property (including any portion thereof incorporated into a Deliverable), as defined below. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County subject to the express exclusion of AidKit Property. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Definition of AidKit Property. "AidKit Property" means (a) Contractor'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 benefits to County beneficiaries, ("AidKit Platform") and (b) Contractor'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 Contractor prior to the Effective Date of this Agreement, or licensed by Contractor from third-parties at any time for use in connection with the program or subsequent SOW under this Agreement; improvements, enhancements, derivative works, additional modules or features made by Contractor to any of the materials in (a) or (b) above (collectively "Modifications"), whether or not such Modifications were made by Contractor on the basis of any feedback, ideas, suggestions, or information provided by the County, and any and all intellectual property rights within the foregoing.

Rights in AidKit Property. The Contractor shall own and retain sole and exclusive right, title, and interest in and to the AidKit Property, with exception only to property licensed by Contractor from third-parties which shall solely own and retain rights in and to their licensed property. Subject to the provisions of this Agreement, insofar as any Services for a particular SOW contains any AidKit Property, the Contractor and any of its subcontractors grant to the County a non-exclusive, worldwide, royalty-free (subject to any payment obligations herein) right to use such AidKit Property to the extent reasonably necessary to allow the County the right to fully enjoy the Services during the term of such SOW solely in a manner consistent with their intended use as set forth in this Agreement or applicable SOW.

- Notwithstanding any contrary term of this Agreement or any SOW, the County shall not have 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.
- The County acknowledges that nothing in this Agreement gives the County any right, title or interest in any data or other intellectual property provided to Contractor by third-parties not described in the program or subsequent SOW for use by Contractor in performance of the Services.
- The County acknowledges that any suggestions, recommendations, or feedback provided by Contractor or its Representatives regarding the AidKit Platform or Services shall not confer upon the County any ownership rights or entitlements to Modifications.

Nothing in this Agreement transfers ownership of the AidKit Platform, AidKit Property, or underlying software or technology to the County.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's the County shall: (a) promptly notify the Contractor of the request and (b) provide the Contractor with no less than ten (10) business days prior to the date of intended release to seek a court order enjoining disclosure pursuant to RCW 42.56.540; and (c) in good faith consider any available exemptions under the Act prior to release If the Contractor timely initiates legal proceedings to enjoin disclosure, the County shall not release the identified information until such proceedings are resolved or the court orders disclosure. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County agrees to consider in good faith any applicable exemptions under the Act with respect to Contractor confidential information or AidKit Property prior to determining that release is required. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. Information identified in Paragraph 32.1 or elsewhere in this Agreement as Contractor confidential information shall be deemed confidential or proprietary for purposes of the Public Records Act without the need for additional marking. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

In the case of Contractor, confidential information includes information of a sensitive nature including, but not limited to, information related to or arising from the AidKit Property, including the AidKit Platform, software, methodologies, algorithms, technical architecture, and information concerning Contractor's operations or strategic or tactical plans. Such

information shall be deemed Contractor's confidential information regardless of whether it is specifically marked or designated as confidential. To the extent permitted by law, the County shall provide Contractor with prompt written notice of any request for disclosure of Contractor's confidential information.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review electronically, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Insurance:

The Contractor shall, at its own expense, obtain and continuously maintain the following insurance coverage for the duration of this contract, which shall include insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, subcontractors or employees. All insurers providing such insurance shall have an A.M. Best Rating of not less that A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified in this Contract or the coverage limits provided or available under the policies maintained by the Contractor without regard to this Contract, whichever are greater.

1. Commercial General Liability

Property Damage	$500,000.00, per occurrence
General Liability & bodily injury	$1,000,000.00, per occurrence
Annual Aggregate	$2,000,000.00

At least as broad as ISO form CG 00 01 or the equivalent, which coverage shall include personal injury, bodily injury and property damage for Premises Operations, Products and Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, medical payments and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

2. Business Automobile Liability

$1,000,000.00 Minimum, per occurrence

$2,000,000.00 Minimum, Annual Aggregate

Contractor shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than $1,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

3. Additional Insurance Requirements and Provisions

a. All insurance policies shall provide coverage on an occurrence basis.

b. Additional Insureds. Whatcom County, its departments, elected and appointed officials, employees, agents and volunteers shall be included as additional insureds on Contractor's and Contractor's subcontractors' insurance policies by way of endorsement for the full available limits of insurance required in this contract or maintained by the Contractor and subcontractor, whichever is greater.

c. Primary and Non-contributory Insurance. The contractor shall provide primary insurance coverage and the County's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and non- contributory to Contractor's insurance.

d. Waiver of Subrogation. The insurance policy shall provide a waiver of subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then

Contractor agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the Contractor enter into such a waiver of subrogation on a pre-loss basis.

e. Review of and Revision of Policy Provisions. Upon request, the Contractor shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, including but not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Contract. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington.

f. Verification of Coverage/Certificates and Endorsements. The Contractor shall furnish the County with a certificate of insurance and endorsements required by this contract. The certificates and endorsements for each policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificate and endorsements for each insurance policy are to be on forms approved by the County prior to commencement of activities associated with the contract. The certificate and endorsements, and renewals thereof, shall be attached hereto as Exhibit "C". If Exhibit C is not attached, the Contractor must submit the certificate and endorsements required in this contract to the County prior to the commencement of any work on the contracted project. A certificate alone is insufficient proof of the required insurance; endorsements must be included with the certificate. The certificate of insurance must reflect the insurance required in this contract, including appropriate limits, insurance coverage dates, per occurrence, and in the description of operations, include the County project, Whatcom County, its departments, officials, employees, agents and volunteers as additional insureds, primary, non-contributory, and waiver of subrogation.

g. The County must be notified immediately in writing of any cancellation of the policy, exhaustion of aggregate limits, notice of intent not to renew insurance coverage, expiration of policy or change in insurer carrier. Contractor shall always provide the County with a current copy of the certificate and endorsements throughout the duration of the contract.

h. No Limitation on Liability. The insurance maintained under this Contract shall not in any manner limit the liability or qualify the liabilities or obligations of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or equity.

i. Payment Conditioned on Insurance and Failure to Maintain Insurance. Compensation and/or payments due to the Contractor under this Contract are expressly conditioned upon the Contractor's compliance with all insurance requirements. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract. Payment to the Contractor may be suspended in the event of non-compliance, upon which the County may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand or offset against funds due the Contractor. Upon receipt of evidence of Contractor's compliance, payments not otherwise subject to withholding or set-off will be released to the Contractor.

j. Workers' Compensation. The Contractor shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all Contractors' employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.

k. Failure of the Contractor to take out and/or maintain required insurance shall not relieve the Contractor or subcontractors from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification. The County does not waive any insurance requirements even in the event the certificate or endorsements provided by the Contractor were insufficient or inadequate proof of coverage but not objected to by the County. The County's failure to confirm adequate proof of insurance requirements does not constitute a waiver of the Contractor's insurance requirements under this Contract.

l. Availability of Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the County shall be insured for the full available limits, including Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate furnished to the County evidences limits of liability lower than those maintained by the Contractor.

m. Insurance for Subcontractors. If the Contractor subcontracts (if permitted in the contract) any portion of this Contract, the Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages by subcontractors must comply with the insurance requirements of the Contractor in this contract and shall be subject to all of the requirements stated herein, including naming the County as additional insured.

n. The Contractor agrees Contractor's insurance obligation shall survive the completion or termination of this Contract for a minimum period of three years.

34.3 Defense & Indemnity Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all third-party claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any negligent act or omission, gross negligence, or willful misconduct, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract to the extent caused by Contractor's negligent acts or omissions, willful misconduct, or wrongful acts in performing the Services or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County. The indemnification obligations in this section shall not apply to any claims arising from or related to AidKit Property, the AidKit Platform, or Contractor's pre-existing intellectual property, except to the extent such claims arise directly from Contractor's negligent or wrongful acts in performing Services under this Agreement. Notwithstanding the foregoing, Contractor's indemnity obligations shall apply only to third-party claims for bodily injury, death, or physical damage to tangible property to the extent caused by Contractor's negligent acts, omissions, willful misconduct, or wrongful acts in performing the Services. Contractor's indemnity obligations shall not apply to claims arising from County-provided data, County instructions, County program rules, eligibility criteria, or County use of the AidKit Platform, except to the extent directly caused by Contractor's negligent acts, omissions, willful misconduct, or wrongful acts in performing the Services.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to ensure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements

for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Sarah Simpson, Child & Family Programs Supervisor
Whatcom County Health and Community Services

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County Health and Community Services
Sarah Simpson, Child & Family Programs Supervisor
509 Girard Street
Bellingham, WA 98225
SSimpson@co.whatcom.wa.us

AidKit, Inc.
2000 S Colorado Blvd
Bldg 1 – 2000 - #177
Denver, CO 80222
brittany@aidkit.cloud

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

38.3 E-Verify:

The E-Verify contractor program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. If applicable, Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit." Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

40.1 Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

40.2 Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to,

any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:

a. General:

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute

to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

A. Background and Purpose

This contract provides funding for the development and implementation of a localized child care provider rate augmentation and family subsidy program. The program can serve families earning up to 75% of the State Median Income (SMI), with a focus on expanding support for families with infants, toddlers, and preschoolers who are currently underserved. This contract also provides funding for subsidy-related public education and outreach activities and enrollment navigation services. These efforts are expected to measurably increase participation of local families in the state funded Working Connections Child Care Program.

This contract is a result of Resolution 2024-057 and aligns with Strategy 3 of the Healthy Children's Fund Implementation Plan. It improves access to early learning and care through subsidies that reduce the cost of programs for children from families which are cost-burdened. This contract budget supports services for a minimum of 1,400 children throughout Whatcom County. Actual reach may be greater, depending on factors such as children's ages, program matriculation, enrollment patterns, and other variables.

B. Statement of Work

AidKit will partner with Whatcom County Health and Community Services to efficiently distribute monthly child care subsidies to income-qualifying families with children under the age of 5 in licensed child care facilities or with licensed child care providers serving children who are not eligible for kindergarten (typically under 6) on Working Connections Child Care Subsidy. Through this collaboration, AidKit will manage the application, verification, and payment processes, ensuring funds are delivered reliably and with minimal administrative burden. In addition, AidKit will play a central role in administering and planning the program, providing oversight and strategic direction to local agencies to support effective outreach and enrollment of facilities and families accessing both the state's Working Connections Child Care subsidy and the local subsidy. This coordinated approach is designed to expand access to affordable early childhood care while strengthening the network of providers serving children 0-5 throughout Whatcom County.

- ***Definitions:***

1. **Pass-Through Program Funds** means funds provided by the County to AidKit to operationalize the Program and fund the Pass-Through Payments to approved participants, which AidKit holds in a segregated account until Disbursed (as defined below)**.**

2. **Disbursement(s)** means AidKit's transfer of Pass-Through Program Funds from the aforementioned segregated account to the third-party payment processor for the purpose of making Pass-Through Payments to approved Program participants.

3. **Pass-Through Payment(s)** means the payment(s) made to approved Program participants using Pass-Through Program Funds.

4. **Disbursement Agent** means AidKit, solely in its capacity to receive, hold (in a segregated account), and Disburse Pass-Through Program Funds to the payment processor for issuance of Pass-Through Payments in accordance with this SOW. For avoidance of doubt, the County, not AidKit, is the payer of record to Program participants (unless expressly agreed otherwise in writing).

5. **Material / Materially.** For purposes of this Scope of Work (SOW) and the Contract, when used as an adjective or adverb to describe an obligation, breach, failure, risk, change, revision, impact, delay, impairment, or other contractual matter, "material" or "materially" means that the matter materially affects, or would reasonably be expected to materially affect, the County's receipt of the Services, AidKit's ability to perform the Services, a party's rights or obligations under the Contract, compliance with applicable legal or funding requirements, safeguarding of confidential information or PII, or the security, integrity, or availability of the AidKit Platform or Program operations. Technical, administrative, immaterial, non-substantive, or promptly correctable failures, breaches, delays, issues, or omissions that do not materially impair the County's receipt of the Services shall not constitute a material failure, material breach, material delay, material issue, or failure to perform a material obligation. For clarity, "material" and "materials," when used as nouns to refer to documents, records, data, content, deliverables, work product, equipment, supplies, or other tangible or intangible items, are not defined by this paragraph.

- ***Subsidy Design and Administration:***

During the term of SOW, AidKit will provide the services as described in the table below. In addition, AidKit will support requests and inquiries within the following parameters:

1. **Data Reporting and Forecasting Requests**
    a. Requests for data reporting, analysis, validation, or forecasting must be submitted at least 3 business days prior to the requested delivery date. Requests requiring a shorter turnaround will be addressed on a best-effort basis, expedited delivery request timelines are not guaranteed.
2. **Application and Participant-Specific Inquiries**
    a. Requests relating to individual applications, participant status, eligibility determinations, or user activity within the system should be submitted to the Program Manager via email or Slack if established by the authorized Client County representative (Slack may not be used to transmit personal identifiable information (PII)). Requests received during standard business hours will be responded to within one (1) business day. Requests received after business hours will be deemed received on the next business day.
3. **Critical System Issues**
    a. In the event of a critical system issue, authorized County representatives must submit a request via AidKit's designated triage intake form linked here: https://form.asana.com/?k=NVDDCZRpz7-QrvNvlSh-lQ&d=1201929137565977. For clarity, a "Critical Issue" means a core Service function (including login, payment processing, or application submission) is unavailable with no reasonable workaround, or there is a material safety, legal or compliance risk. Critical Issues do not include problems outside of AidKit's controls such as County or third-party systems, or internet/Wi-Fi connectivity.
4. **Discovery Consultation**
    a. The County, specifically Whatcom County Health and Community Services (WCHCS), will receive the Enhanced Subsidy Design Consultation Package with AidKit and 2 additional stakeholder entities.
5. **Build Custom Forms**
    a. Form content will be provided by the County in the Template format indicated by AidKit. AidKit will construct the form and facilitate two rounds of revisions. After the 2nd revision, the form(s) will be presented to the County for acceptance testing. The following forms are included in this SOW:
        i. Child Care Facilities Application Form
        ii. Families Subsidy Application Form
            1. Application form: public link and link sent only to likely-to-qualify or pre-qualified individuals

        iii. Facility enrollment form, including payment choice selection and agreement to participate
        iv. Surveys
            1. Family Surveys Include:
                A. 6-months into enrollment families will receive a survey inquiring about program satisfaction and impacts on access to affordable and high-quality child care.
                B. 1-year into enrollment families will receive a satisfaction survey and attest their income for another year of subsidy participation.
            2. Facilities will receive monthly survey verification to confirm all children are still in attendance at their facility.
                A. For families for whom facilities receive subsidies through the Working Connections Child Care Subsidy program, facilities will submit similar or corresponding enrollment documentation to that which is already required by the state to receive their monthly rate augmentation from Whatcom County.
                B. For families for whom facilities receive tuition reduction support, facilities will submit monthly enrollment and/or attendance records to verify continued enrollment.
6. **Form Distribution**
    a. Application forms will be distributed in the following way:
        i. An open URL will be shared online for any Whatcom County facility who wants to apply
        ii. Coordinate URL distribution with WCHCS partners who serve clients who likely qualify
        iii. URL will be distributed with the support of partner organizations subcontracting with AidKit to complete outreach and enrollment activities

7. **Form and Outreach Timeline**
    a. The first phase of the Whatcom Kids First Subsidy will be dedicated to enrolling licensed Child Care Facilities.
    b. The second phase will be outreach to families within the enrolled licensed Child Care Facilities and within the broader community.
    c. Enrollment for both providers and families will remain open after the initial enrollment/application periods.
    d. The child is enrolled 2 days or more per week in a licensed childcare facility that is enrolled in the Healthy Children's Fund program.
8. **Form and Notification Translations**
    a. Translations necessary for both the website, client interface and forms will be completed by AidKit sourced human translation (English and Spanish).
9. **Program Participation Consents and Agreements**

    AidKit will provide sample language for required and optional fields. WCHCS may modify this during implementation. All legal informed consent language must be agreed upon by both parties. This program enrolls two types of participants: families and providers (facilities). Some consent forms must be signed by both groups, while others apply only to providers. Below is a summary of what each group is agreeing to:
    a. Agreement to enroll and participate in the subsidy program-Families and Facilities
    b. Agreement to use of sharing of personal data to implement the program-Families and Facilities
    c. Consent to use biometric data and give client a notice-Families and Facilities
    d. Collection of SSN/TIN and Tax Certification-Facilities
    e. Understanding protecting your personal information-Families and Facilities
    f. Consent to be contacted to share a story-Families and Facilities
    g. Consent to be contacted to receive information about similar programs and/or Healthy Children's Fund Program
    h. Consent to be contacted in the event of future cash programming in your area-Families and Facilities
    i. Facilities Agreements
        i. The Provider agrees that its private-pay rates shall be applied consistently and shall not be increased, adjusted, or structured in a manner that targets or disproportionately impacts families based on their participation in the subsidy program or income category. Any changes to published rates must be applied uniformly across similarly situated families and must not result in higher charges to subsidized families for the same level and type of care.
        ii. Provider agreement that if a child enrolled in Working Connections Child Care (WCCC) begins attendance with the Provider after the 15th day of the month, the Provider shall not be eligible to receive a subsidy augmentation payment for that child for that month.
        iii. Provider agreement that if a child transfers from one provider to another during the course of a calendar month, the provider with whom the child was enrolled as of the first day of that month shall retain eligibility for the subsidy augmentation payment for that month. The receiving Provider shall not be eligible for augmentation until the first day of the subsequent month, provided the child remains enrolled.
    j. Applicant Experience Survey - Add-on of 5 brief questions (~2 minutes) to collect anonymized applicant feedback in support of continuous improvement; AidKit will share aggregated insights with Program Partners.
    k. AidKit will provide sample language for required and optional fields. The County may modify this during implementation. All legal informed consent language must be agreed upon by both Parties.
10. **Application Reviews, Verifications and Fraud Measures**
    a. AidKit will provide custom eligibility verification and fraud mitigation workflows. AidKit will identify eligibility edge cases and provide recommended best practices for how to treat them.
    b. AidKit will construct the workflow and facilitate two rounds of revision. After the second revision the workflow will be presented to WCHCS for acceptance testing. After acceptance any additional changes will be out of scope.
    c. FAMILIES: Relevant Eligibility Verification Criteria, that is attested and confirmed yearly for families:
        i. Applicant Identity
            1. Official ID or Passport
        ii. Residency criteria defined by Whatcom County service area

iii. Income Criteria; serving up to 75% of the State Median Income by household size
iv. The child is enrolled 2 days or more per week in the licensed eligible facility, the child is under the age of 6 and Non-School Age (not enrolled in kindergarten)
v. Children are enrolled in a licensed Child Care Facility in Whatcom County
vi. If the family's income is under 60% of the SMI families, they must provide a denial letter from the Working Connections Child Care Subsidy dated within the last 60 days.
vii. Families will be screened for Headstart, ECEAP and Working Connections Child Care.
viii. Use information collected in AidKit family/caregivers' application to direct families/caregivers to programs they may be eligible for outside of the Whatcom Kids First Program.

d. FACILITY: Relevant Eligibility Verification Criteria:
    i. Known facility rep
        1. Official ID or Passport
    ii. Applicant Identity
        1. Child Care Facilities physical address in Whatcom County
        2. Washington State Business License #
    iii. A licensed Child Care Facility in Whatcom County
        1. Provide Stars ID and/or Facility identification number in the Managed Education and Registry Information Tool (MERIT) - WCHCS will cross-check this database for every facility.
        2. # of children FCC (Family Child Care) or Child Care Center is licensed to serve.
e. Fraud Mitigation Tools to be Used:
    i. Verification document similarity checks
    ii. Liveness-Duplicate identify checks (using facial recognition flags for human review)
    iii. Duplicate address, phone number, email address checks
    iv. SSN/TIN verification checks for facilities using AidKit Provider
    v. Proactive and responsive metadata monitoring for abnormalities, including emerging fraud mitigation
f. Recollection:
    i. If an applicant provides eligibility documentation that is flawed (expired, wrong documents, blurry image/scan), AidKit will send up to two notifications and links to re-upload the problematic document(s).
g. Appeals:
    i. As program enrollment is based on set established parameters, there is no appeals process included. Denied applicants can contact the program-provided email and phone number to ask questions or gather more detailed information about their denial.

11. Child Care Provider Payment

a. Family Subsidy Payment to Child Care Providers:
    i. To ensure timely payment, Child Care Providers must complete enrollment verification surveys distributed by AidKit no later than the 20th of each month for the previous month's enrollment period.
        1. Surveys will include enrollment verification for subsidy enrolled kids, such as attendance forms, enrollment forms, and other documents.
    ii. All invoice claims must be submitted within one month of invoice creation date, or risk forfeiting payment.
    iii. Payments are made to providers by the first of the following month. For example, if someone submits surveys for May enrollment, on June 20th, they receive payment by July 1st.
b. Rate Augmentation Payment to Child Care Providers:
    i. To ensure timely payment, Child Care Providers must complete enrollment verification surveys distributed by AidKit no later than the 20th of each month for the previous month's enrollment period.
    ii. All invoice claims must be submitted within one month of invoice creation date, or risk forfeiting payment.

iii. Payments are made to providers by the first of the following month. For example, if someone submits surveys for May enrollment, on June 20th, they receive payment by July 1st.

12. Lottery

If eligible applications exceed available funding or award capacity, WCHCS may elect to use a lottery process administered by AidKit.

a. Family Subsidy Lottery:
   i. A weighted lottery system will be used, prioritizing families with older children in order to facilitate shorter participation durations and increase overall program turnover, allowing more children to be served over time.
   ii. The Lottery system will be triggered when 85% of the Whatcom Kids First Yearly Budget is committed to qualifying families with children of qualifying age, and in qualifying care.
   iii. WCHCS is responsible for defining and approving all lottery rules prior to execution, confirming compliance with applicant state and local laws and funding requirements.
   iv. WCHCS must approve the final configured lottery logic before launch. Changes after approval may require a change order.
   v. On a monthly basis, the lottery process will be activated using the pool of eligible applicants remaining from the previous month.
   vi. If at the point that funding is maxed, the lottery will only be activated as funds are available.
b. WCHS is responsible for triggering the lottery system. Child Care Facility Lottery:
   i. A weighted lottery system will be used, prioritizing facilities with the fewest number of kids enrolled in Working Connections Child Care Subsidy.
   ii. The Lottery system will be triggered when 85% of the Whatcom Kids First Yearly Budget is committed to qualifying families with children of qualifying age, and in qualifying care.
   iii. WCHCS is responsible for defining and approving all lottery rules prior to execution, confirming compliance with applicant state and local laws and funding requirements.
   iv. WCHCS is responsible for approving the final configured lottery logic before launch. Changes after approval may require a change order.
   v. On a monthly basis, the lottery process will be activated using the pool of eligible applicants remaining from the previous month.
   vi. If at the point that funding is maxed, the lottery will only be activated as funds are available.
   vii. WCHCS is responsible for triggering the lottery system.

13. Communications

a. Administrator portal will allow WCHCS to send unlimited one-on-one communications to applicants and participants.
b. Automatically triggered notifications (sent by SMS-no more than 160 characters and/or email)
   i. Applications submitted with link to applicant status page
   ii. Application document/data recollection (3 reminders)
   iii. Applications approved/denied/waitlisted (in the case of lottery)
   iv. Time to enroll in payments
   v. Enrollment submitted
   vi. Pass-Through payment issued
   vii. One Time Facility administrative stipend payment issued
   viii. Family 6-month participation survey (optional)
   ix. Family once per year income verification (required)
   x. Facility monthly attendance verification survey (must complete to be paid)
   xi. Facility & Family Program ending (reminders scheduled for 3 points in time)
c. Outside of planned, triggered notifications, WCHCS will be entitled to:
   i. Up-to three per year (no roll over)
   ii. Content must be provided to AidKit 7 business days in advance
   iii. SMS text message can be no longer than 160 characters
   iv. No marketing or promotional content unless consented

14. Pass-Through Payments (see Exhibit D)

a. One-time Facility Stipend Payment
    i. $200, one-time payment to the facility at the time of enrollment
b. Recurring monthly payments
    i. Payments are ongoing as long as funding is available and families and providers/facilities qualify
    ii. Batch payments on a specific date each month
    iii. $300 a month subsidy per child enrolled for qualifying families in qualifying Child Care locations
    iv. $300 a month for 0-12 months, $200 a month for 13—35 months, $100 a month for 36-60 months for qualifying providers serving children on Working Connections Child Care Subsidy.
c. Payment methods supported:
    i. ACH Transfer (direct deposit)
d. Test Payments and sanctions screening
    i. AidKit will support small test payments (between $0.01-$1.00) to confirm recipient payment details are accurate.

15. End User Support - Review and Support Specialist Services

a. Integrated AidKit support portal using AidKit assigned email and phone number (supports SMS, call and email ticketing) to be staffed by AidKit's Applicant Support Agents.
b. Review and Support Specialists will provide applicant support and conduct application reviews to verify eligibility. Specialists are equipped to validate documents and identify missing information within AidKit's platform.

16. Administrator Training and Support

AidKit will provide support to WCHCS staff and CBO partners in the following ways.

a. WCHCS staff training includes: live one-hour video conference, recorded for later to orient the team on the use of the AidKit platform.
b. CBO Training Includes: A Live one-hour video conference, recorded for later reference, focused on how to provide in person or phone assistance to applicants, speak about the details of the program and provide the CBOs with their digital toolkit.
c. Technical Support Administrators in need of technical support will contact AidKit using the following mechanism: Dedicated Slack channel for up to 2 authorized County representatives (note Slack may not be used for PII)

17. 1099 Issuance

AidKit will issue 1099-MISC to facilities yearly.

- **<u>Subsidy Public Education:</u>**

1. Campaign Strategy and Development

a. Develop a comprehensive public awareness campaign coordinated through individual community-based organizations (CBOs), leveraging their existing relationships and outreach channels.
b. Create a unified branding and messaging framework that positions WCCC and ECEAP/Head Start within a cohesive early learning ecosystem.
c. Simplify and translate complex eligibility and enrollment processes into clear, user-friendly messaging for use by CBOs across their outreach channels.
d. Design a multi-channel outreach strategy in which each CBO executes outreach through their established methods (e.g., social media, door-to-door, newsletters, in-person events, text and phone-based outreach).
e. Creation of Targeted Digital Content, including videos and print and digital media toolkits, with public education materials produced in relevant languages for CBO partners to access and distribute.
    i. 3 Bilingual (English/Spanish) social media graphics and 1 short video clip in standard formats, ready to post without editing
    ii. Pre-written social media captions to accompany the graphics and one newsletter paragraph copy in English and Spanish
    iii. Printable and digital family-facing flyer with QR code linking to application, in English and Spanish
    iv. Plain-language "How to Apply" one-pager for families and a separate one for providers
    v. Program facts sheet and FAQ with approved messaging
    vi. Suggested outreach calendar for CBOs aligned to key enrollment seasons
f. Align campaign timing with key seasonal milestones impacting childcare demand

g. Ensure culturally responsive and linguistically appropriate messaging in Spanish and English
h. Establish performance metrics and tracking systems, including disaggregated audience data, in coordination with each CBO.

2. Content Development and Materials Production

a. Develop WCCC-specific program information and messaging for CBOs to use across their existing outreach channels, ensuring accuracy and WCHCS approval prior to distribution. Produce high-quality, multilingual assets with professional translation and review processes (toolkit).
b. Distribute existing materials to CBO partners; about other county programs like WCCC, ECEAP and Head Start. WCHCS provides all material on County programs outside the Healthy Children's Fund subsidy.
c. AidKit will refine materials based on CBO feedback and stakeholder input.

3. Digital Platform

a. Coordinate with WCHCS staff to utilize the existing HCF website using HCF branding to centralize and decipher essential information that helps families understand eligibility, application processes, and enrollment across programs.
b. Create a user-friendly application interface that simplifies eligibility, enrollment steps, and program navigation.
c. Provide backend training to WCHCS staff for content management.

- **<u>Subsidy Outreach and Enrollment Navigation:</u>**

The Contractor will increase access to and participation in Whatcom Kids First by contracting with and managing a network of community-based organizations (CBOs) who will serve as the outreach and enrollment navigation arm of this program. The CBO's will be selected based on depth and breadth of populations served, and all CBO partner decisions will be made in coordination with WCHCS staff. CBOs will conduct direct community outreach using their existing relationships and channels, supported by resources (toolkit), program information, and oversight provided by the Contractor. This approach prioritizes equitable access by leveraging trusted community messengers who are already embedded in the populations this program aims to serve.

1. Outreach and Enrollment Navigation Strategy

a. Develop a comprehensive implementation plan for CBO network coordination, informed by community leaders and stakeholders.
b. Define clear goals, strategies, tactics, timelines, CBO staffing structure, and success metrics.
c. Design a tiered ("scaffolded") support model, implemented by CBOs, ranging from basic information to intensive one-on-one enrollment assistance.
d. Select and contract CBOs with demonstrated reach into priority populations, including Spanish and English-speaking families, rural communities, and other underserved groups.
e. Ensure CBO engagement strategies are culturally, linguistically, and geographically relevant to the communities they serve.
f. Leverage CBO's existing systems, programs, and trusted community networks to identify and reach eligible families and providers.

2. CBO Contracting and Community Outreach Implementation

a. Identify, assess, and execute individual MOUs with a select group of CBOs based on each organization's capabilities, community relationships, and existing outreach channels.
    1. The MOU's will be developed with mutual agreement between the County and AidKit
b. Structure agreements and compensation on a per-CBO basis, reflecting the scope, reach, and capacity of each organization.
c. Each MOU will outline the CBO's outreach responsibilities, expected channels, performance metrics, and reporting requirements.
d. Provide CBOs with WCHCS-approved program information, messaging resources, and enrollment materials to support consistent and accurate outreach; CBOs are expected to draw on their own expertise and existing materials when connecting families to other programs (e.g., Head Start, ECEAP and WCCC).
e. Ensure CBO staff and partners are equipped with the tools and knowledge needed to conduct effective outreach.
f. Monitor CBO performance against established metrics and provide ongoing support, feedback, and coordination throughout the contract period.

g. CBOs will connect families to WCCC enrollment resources and, leveraging their own program knowledge, inform families about other programs they may qualify for (e.g., Head Start, ECEAP and WCCC).

h. CBOs will develop and maintain partnerships with community leaders, local organizations, and employers to expand outreach reach within their service areas.

i. All CBO outreach will be conducted in a culturally relevant, accessible, and multilingual manner appropriate to the communities served.

j. CBOs will execute grassroots outreach within their communities using their established channels and relationships, which may include:
   a. Community events, tabling, and presentations
   b. Door-to-door engagement and field outreach
   c. Social media and digital outreach
   d. Text and phone-based outreach

3. Enrollment Navigation and Customer Support

a. CBOs will provide enrollment navigation services in the form of directing the applicant to the application and provided resource materials that simplify application and enrollment processes for families, supported by resources and guidance from the Contractor.
b. CBOs will deliver support, including: General eligibility and program education, and individualized navigation support.
c. CBOs will have knowledge and/or develop knowledge about Opportunity Council, Child Care Aware of WA, WA State Association of Head Start & ECEAP and Working Connections Child Care to connect families with other resources they may be eligible for. WCHCS to provide all materials about these programs.
d. The Contractor will establish customer care standards and ensure all CBO-delivered services meet expectations for quality, cultural competence, and accessibility.

C. Deliverables and Schedule

AidKit and the County agree to work in good faith toward the following target dates, provided the County supplies AidKit with the inputs and resources necessary for the completion of the projects according to the timeline table below.

In the event of delays in providing County inputs, AidKit reserves the right to adjust the project timelines accordingly. The County acknowledges that delays in providing inputs may project timelines beyond the duration of the delay itself due to resource reallocation and scheduling constrictions. The parties agree to discuss and agree upon revised timelines in good faith.

Acceptance Testing Approval: the customized deliverables listed below require approval by the Counties Authorized Representative. The County will complete acceptance testing approvals within 3-5 business days of delivery; delays in providing acceptance may result in corresponding delays in subsequent AidKit deliverables.

County Authorized Representative: Sarah Simpson

1. Deliverables Requiring Acceptance Testing

AidKit Deliverables	**County Inputs**	**Typical time to AidKit Deliverable once County inputs are received**	**Target Date** **not guaranteed*
English Version of Application Form	● Complete Eligibility Criteria ● Application questions ● Program description ● Program/County logo ● Hero photo/video (if desired ● Client Approval of Application Template	5-7 days	Aug 2026

Application external testing	User testing feedback ● Round 1 testing: County ● Round 2 testing: County	10-12 days (collectively)	Aug 2026
Implement External Testing Feedback	None	3-5 days	Aug-Sept 2026
Review and Verification Workflow	County approves eligibility verification protocol, specifies form contents, and helps to facilitate user testing	3 weeks	Aug - Sept 2026
Bulk/Triggered Notification set-up	Triggered notification content document filled out	3-4 days	Sept - Oct 2026
Review Training	None	3 days (2 days of prep, 1 day of training)	Sept - Oct 2026
Enrollment Form	Final enrollment form content finalized	5-7 days	Sept - Oct 2026
Payment design build	Confirm payment design	7-10 days	Sept - Oct 2026
Program Launch (Launch is defined as application and review flow ready for public/external dissemination and use, i.e. ready to start accepting and processing applications)	County Acceptance testing complete for: 1. Application form 2. Eligibility verification and fraud prevention workflow Initial invoice for Pass-Through Payments to be completed and in AidKit account at least 7 business days in advance of launch.	TBD	Sept - Oct 2026
Custom Dashboards Available	County provides a complete list of the metrics that will be included on the custom dashboard(s). Maximum of 30 metrics on each custom dashboard (to preserve relatively fast load times).	2 weeks	Sept - Oct 2026
Child Care Provider Enrollment and On-Boarding	AidKit sends monthly invoices to WCHCS and provides documentation of onboarded licensed child care providers.	10 days (to prep materials) does not include actual on-boarding	Sept - Oct 2026

D. Scope Controls and Additional Work

The Services and Deliverables expressly described in this SOW are intended to be exhaustive for the Program. Any work beyond the agreed Services ("Additional Work") will be billed separately, subject to the following terms:

1. Authorization: Any Additional Work needs to be agreed to by Parties in writing. AidKit will provide a detailed statement of work and a fixed-fee estimate for the County's review. AidKit will await written authorization from the County Authorized Official before starting any additional work.

2. Hourly Rate: Customizations or new features outside the SOW are billed at $300/hour for software engineering and $150/hour for program management.

3. Estimate: The County may request a written estimate for additional work before granting authorization.

4. Documentation: AidKit maintains substantiating records, which will be made available to the County upon request.

Without limiting the foregoing, the following are examples of out of scope and would require written agreement and cost proposal. The examples included are provided solely to clarify shared expectations and avoid misunderstandings about the scope.

- Changes in tax classification requiring issuance of 1099's, requiring changes to implementation, workflow, data collections and reporting processes;
- New eligibility criteria not previously scoped and built;
- Integrations with the County's internal systems or tools that are not core to the Program, including customer service, CRM, or case management platforms (e.g., Zendesk, Salesforce);
- Material changes to workflows resulting from the County-specified configuration of the AidKit platform that relies on third-party data, the completeness, accuracy, and availability of which are outside of AidKit's control, including issues related to data quality, formatting, access disruptions, or the unavailability of expected data;
- Development of brand-new or materially expanded Program workflows, modules, or platform functionality not expressly described in this SOW (including, by way of example, new case management systems, centralized communications hubs, or participant portals beyond those specifically listed); and
- Large-scale changes to existing Program workflows or platform logic that require additional discovery, resourcing, or materially revised timelines.

E. Program Requirements

1. Program Tax Determinations.
   Each participating agency, child care provider, business owner, and recipient is solely responsible for determining and complying with any applicable federal, state, or local tax reporting and payment obligations related to funds received through this program. Participation in the program does not constitute tax advice or a determination of tax treatment by the County. Participants are encouraged to consult a qualified tax professional or the appropriate taxing authority regarding their individual tax responsibilities.

2. AIDKIT will distribute 1099's on behalf of the County to participating Childcare agencies, child care providers and business owners.

3. Pausing Pass-Through Payments to Program Participants.
   AidKit reserves the right to temporarily pause Pass-Through Payments to Program participants under specific circumstances. A temporary pause suspends Pass-Through Payments but does not automatically terminate eligibility. AidKit shall determine, in its reasonable discretion and in accordance with the Program's eligibility criteria, whether a circumstance constitutes a temporary administrative pause or a termination

   a. Temporary administrative Pause. Where a pause is imposed for administrative or protective reasons, such as inability to confirm identity, temporary loss of access to payment credentials, incarceration of limited duration, or participant-requested pause, Pass-Through Payments may continue to accrue during the pause, subject to the maximum benefit period / payment window and Program terms. Upon resolution of the underlying issue, AidKit may resume Pass-Through Payments, and any accrued amounts that remain payable will be released in accordance with the Program rules.

   b. Termination or Disqualification. Pass-Through Payments shall cease and will not accrue where a participant (a) voluntarily withdraws from the Program; (b) is determined to have committed fraud or knowingly misrepresented eligibility; (c) is deceased; (d) becomes ineligible under the Program criteria; or (e) engages in conduct warranting removal under Program rules (including threats or violence toward Program staff). In such cases, no further payments shall accrue or be payable after the effective date of withdrawal, disqualification, or death.

   c. Irrevocability of Distributed Payments. Once a participant is approved in accordance with Program criteria and a Pass-Through Payment has been properly authorized and made available (including via ACH transfer, prepaid debit card, or other approved payment method), such payment is irrevocable and deemed distributed. Pass-Through Payments that are accessible to a recipient may not be retrieved, restricted, offset against future payments, or required to be repaid. For the avoidance of doubt, in no event will AidKit seek recovery of payments directly from a recipient; any correction of payment errors or overpayments shall be handled solely between the Parties in accordance with the Agreement.

d. Overpayments. For the sake of clarity, AidKit shall be responsible for repaying any overpayment made in error, and indemnifying the County for any liability related to such error, only to the extent such error is directly caused by AidKit's negligent acts, omissions, willful misconduct, wrongful acts, or failure to follow the agreed payment instructions in performing the Services, including through AidKit's use of the AidKit Property. AidKit shall not be responsible for any overpayment that results from County-provided data, County instructions, County program rules, County-approved eligibility criteria, County-approved payment rules, County use of the AidKit Platform, recipient fraud or misrepresentation, third-party payment processor error, or any inaccuracy or incompleteness of County Data, except to the extent directly caused by AidKit's negligent acts, omissions, willful misconduct, wrongful acts, or failure to follow the agreed payment instructions in performing the Services.

F. Reporting Requirements and Dashboards

Standard dashboards are limited to data elements directly collected through AidKit. More complex derivatives (e.g. custom SQL queries) can be achieved through data export and analysis outside of AidKit, or through custom dashboards. AidKit dashboards are exportable as a CSV. The following standard dashboards and reports will be included:

1. Application dashboard (number of submitted applications, applicant demographics, applicant source).
2. Applicant Verification State dashboard (applications submitted, applications in review, approved, denied, ineligible, etc). This can be filtered by any variable we collect (e.g. race).
3. Support dashboard.
4. Payments dashboard (Pass-Through Program Funds available & committed, participants approved for payment, monthly payment statements including status of payments: completed, pending, failed).
5. Follow up survey dashboard (survey response rates, responses by demographic categories, demographics of non-respondents).
6. Custom dashboard configured by AidKit for the County featuring metrics requested by the County. A maximum of 20 metrics that have been collected through the AidKit platform can be included in each custom dashboard in charts, tables, hero counts, and bar charts. Additionally, up to 5 *custom* queries will be included in each custom dashboard. Two rounds of revision included; County Acceptance Testing required. Number of custom dashboards.
7. AidKit will accommodate role-based permissions to data reports as required by the County.

G. Funding Recognition and Partner Attribution

AidKit and the County agree to comarketing practices that accurately reflect the partnership behind the Program. Both Parties will acknowledge one another in public facing materials related to the Program, including press releases, social media posts, presentations, and other external communications, subject to confidentiality and approval rights.

Each Party will include the other's name and logo where Program partners are typically listed, and will use the partner's preferred description of their role. Both Parties will share updated brand assets and reference language as needed.

For major public announcements, AidKit and the County will provide each other with drafts at least 5 business days in advance so that attribution can be reviewed for accuracy and approved prior to release. Routine communications that follow previously agreed language do not require review

The Whatcom County child care subsidy portal will be fully branded under the Healthy Children's Fund, ensuring a consistent, trusted, and recognizable identity for families accessing early learning resources and financial assistance.

Additional guidance on logo and digital badge usage can be found in the HCF brand guide:
https://www.whatcomcounty.us/DocumentCenter/View/108188/WHCF-Style-Options-2024-v20

EXHIBIT "B"
(COMPENSATION)

Budget and Source of Funding: The source of funding for this contract, in an amount not to exceed **$7,052,947**, is the Healthy Children's Fund. The budget for this contract is as follows:

The total compensation consists of:

- **Administrative and Program Service Costs:** $877,187
- **Pass-Through Program Funds:** $6,175,760

Cost Description	Documents Required with Each Invoice	Billing Timing	Budget
Administrative & Program Service Budget (24 months)[1]			
Personnel Costs (salaries, benefits, taxes): • Principal Program Manager • Application Engineer • Application Support Manager $5,511 per month for 21 months (or 7 quarters) $16,533 quarterly base x 7 quarters = **$115,731 Total Base** • Review and Support Specialists $4,250 per month for 21 months (or 7 quarters) $12,750 quarterly base x 7 quarters = **$89,250 Total Base**	• Billing period • Fixed-firm fee quarterly amount (list Sales tax separately) • Brief description of staff activities performed (as described in Exhibit A, Section C.1.)	Billed Quarterly over 21 months (or 7 quarters): • Sep 15, 2026 for (Sep-Nov 2026) • Dec 10, 2026 for (Dec 2026, Jan-Feb 2027; separate out 2026 vs. 2027 expenses) • Mar 15, 2027 for (Mar-May 2027) • Jun 15, 2027 for (Jun-Aug 2027) • Sep 15, 2027 for (Sep-Nov 2027) • Dec 10, 2027 for (Dec 2027, Jan-Feb 2028; separate out 2027 vs. 2028 expenses) • Mar 15, 2028 for (Mar-May 2028)	$204,981
Platform Licensing Fee • Platform Subscription Fee $12,500 per month for 24 months $37,500 quarterly base x 8 quarters = **$300,000 Total Base**	• Billing period • Fixed-firm fee quarterly amount (list Sales tax separately) • Brief description of platform services	Billed Quarterly over 24 months (or 8 quarters): • Sep 15, 2026 for (Sep-Nov 2026) • Dec 10, 2026 for (Dec 2026, Jan-Feb 2027; separate out 2026 vs. 2027 expenses) • Mar 15, 2027 for (Mar-May 2027) • Jun 15, 2027 for (Jun-Aug 2027) • Sep 15, 2027 for (Sep-Nov 2027) • Dec 10, 2027 for (Dec 2027, Jan-Feb 2028; separate out 2027 vs. 2028 expenses) • Mar 15, 2028 for (Mar-May 2028) • June 15, 2028 for (Jun-Aug 2028)	$300,000
Indirect Costs @ 15% (for Personnel Costs & Platform Licensing Fee Only) $504,981 x 0.15 = $75,747 $3,607 per month for 21 months $10,821 quarterly base	• Billing period	Billed Quarterly over 21 months (or 7 quarters), aligned with staffing and support services: • Sep 15, 2026 for (Sep-Nov 2026) • Dec 10, 2026 for (Dec 2026, Jan-Feb 2027; separate out 2026 vs. 2027 expenses) • Mar 15, 2027 for (Mar-May 2027) • Jun 15, 2027 for (Jun-Aug 2027) • Sep 15, 2027 for (Sep-Nov 2027)	$75,747

x 7 quarters = **$75,747 Total Base**		• Dec 10, 2027 for (Dec 2027, Jan-Feb 2028; separate out 2027 vs. 2028 expenses) • Mar 15, 2028 for (Mar-May 2028)	
Sales Tax @ 9.2% (for Personnel Costs & Platform Licensing Fee Only) $504,981 x 0.092 = $46,459			$46,459
Subcontractors[2] (Components 2 and 3 – Outreach and Enrollment Navigation) • Community-Based Organization (CBO) contracts **$250,000 Total Base (possible)**	• Billing period • Copy of subcontractor invoices for billing period • Brief description of outreach activities performed	Billing TBD – To Be Determined, based on CBO contract timing	$250,000
		Administrative & Program Service Costs TOTAL	**$877,187**

Cost Description	Documents Required with Each Invoice	Billing Timing	Budget
Pass-Through Program Funds (22 months)[3]			
Program Mobilization and Readiness			
• Child Care Provider Enrollment and On-Boarding Administrative Fee (one-time)	• Invoice Requesting Payment	Billed at contract start	$25,000
• Provider Rate Augmentation — Initial 2 months			$320,000
• Family Subsidies — Initial 2 months			$239,160
Ongoing Monthly Program Payments (20 months)			
• Provider Rate Augmentation Payments	• Payment summaries from AidKit platform, which verifies enrollment and provider eligibility consistent with Exhibit A, and that Provider Rate Augmentation Payments have been made to the provider	Monthly	$3,200,000
• Family Subsidy Payments (paid to providers on behalf of families)	• Payment summaries from AidKit platform, which verifies enrollment, attendance, and eligibility, and that the Family Subsidy Payments have been made to the provider	Monthly	$2,391,600
		Pass-Through Program Funds TOTAL	**$6,175,760**

GRAND TOTAL	**$7,052,947**

NOTE TO WCHCS BUSINESS OFFICE: When creating payment vouchers for this contract, add a check remark referencing payment type and amount (e.g., "Admin $5,000" and "Pass-Thru $2,000").

[1] Administrative and Program Service costs are associated with the implementation, administration, and operation of the AidKit platform and program services, as well as funding to support subcontracted CBOs for outreach and enrollment services.
[2] Subcontractor payments: Contractor is responsible for ensuring subcontractor compliance with applicable contract requirements.
[3] Pass-through funds are designated solely for direct program benefits as defined in Exhibit A and Exhibit D.

Contractor's Invoicing Contact Information:	
Name	**Sigrid Owen**
Phone	
Email	**accountsreceivable@aidkit.cloud**

Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.

EXHIBIT "B.1" – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the line item budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. When applicable, indirect costs and fringe benefit cost rates may not exceed the amount indicated in Exhibit B or the Contractor's federally approved indirect cost rate.
3. The Contractor shall submit invoices indicating the County-assigned contract number to: HL-BusinessOffice@co.whatcom.wa.us and SSimpson@co.whatcom.wa.us
4. Administrative fees Invoices will be submitted within twenty-five (25) days following the month of service to allow for settlement of pass-through payments and reporting of disbursement totals.
5. The contractor shall submit the required invoice documentation identified in Exhibit B.
    a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
    b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
    c. When applicable, mileage will be reimbursed at the current GSA rate (www.gsa.gov). Reimbursement requests for mileage must include:
        1. Name of staff member
        2. Date of travel
        3. Starting address (including zip code) and ending address (including zip code)
        4. Number of miles traveled
    d. When applicable, travel and/or training expenses will be reimbursed as follows:
        1. Lodging and meal costs for training are not to exceed the current GSA rate (www.gsa.gov), specific to location.
        2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
        3. Reimbursement requests for allowable travel and/or training must include:
            a. Name of staff member
            b. Dates of travel
            c. Starting point and destination
            d. Brief description of purpose
            e. Receipts for registration fees or other documentation of professional training expenses.
            f. Receipts for meals are not required.
6. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
7. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
8. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
9. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

EXHIBIT "B.2" – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

☐ Send the invoices to the correct address:

HL-BusinessOffice@co.whatcom.wa.us and SSimpson@co.whatcom.wa.us

☐ Submit invoices monthly, or as otherwise indicated in your contract.

Verify that:

☐ invoices include the following statement with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**

☐ the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;

☐ invoice items have not been previously billed or paid, given the time period for which services were performed;

☐ enough money remains on the contract and any amendments to pay the invoice;

☐ the invoice is organized by task and budget line item as shown in Exhibit B;

☐ the Overhead or Indirect Rate costs match the most current approved rate sheet;

☐ the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.

☐ personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;

☐ back-up documentation matches what is required as stated in Exhibit B and B.1;

☐ contract number is referenced on the invoice;

☐ any pre-authorizations or relevant communication with the County Contract Administrator is included; and

☐ Check the math.

Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 15% except as approved in an indirect or overhead rate agreement.

EXHIBIT "C"

(CERTIFICATE OF INSURANCE)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 210 University Boulevard, Suite 600 Denver CO 80206	**CONTACT NAME:** Melissa Montoya **PHONE (A/C, No, Ext):** 303-218-7839 **FAX (A/C, No):** **E-MAIL ADDRESS:** melissa_montoya@ajg.com
INSURED AIDKINC-01 AidKit, Inc. 2000 S. Colorado Blvd - 2000 #177 Denver CO 80222	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** Hartford Accident and Indemnity Company — 22357 **INSURER C :** Underwriters at Lloyd's London — 15792 **INSURER D :** Travelers Casualty and Surety Co of America — 31194 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1599183518 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	83SBMAH9FUE	10/8/2025	10/8/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	83SBMAH9FUE	10/8/2025	10/8/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	[X] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	83SBMAH9FUE	10/8/2025	10/8/2026	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	83WECAH9FV4	10/8/2025	10/8/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C C D	Cyber Liability Professional Liability Crime			ESO0040773813 ESO0040773813 107723970	4/6/2026 4/6/2026 10/25/2025	4/6/2027 4/6/2027 10/25/2028	Limit Limit Limit	$5,000,000 $5,000,000 $1,000,000

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

Whatcom County, its departments, officials, employees, agents and volunteers are included as additional insured. This insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

CERTIFICATE HOLDER

Whatcom County
509 Girard Street
Bellingham WA 98225-4005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arthur J. Gallagher Risk Management Services, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

a. Any person or organization shown in the Declarations, or

b. Any person or organization with whom you have a contract that requires such waiver.

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a**. through **f**. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a**. through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f**.**(2)(b)** above.

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EXHIBIT "D"

(PASS-THROUGH PROGRAM FUNDS)

Program Pass-Through Funding, Disbursement Invoicing, and Reconciliation

Pass-through Program Funds are designated solely for direct program benefits as defined in Exhibit A and shall be administered by the Contractor in its role as Disbursement Agent. Contractor shall maintain accurate records of all disbursements. These Pass-Through Program Funds support timely disbursement of family subsidies and provider payments. Pass-through Payments to providers shall be issued in accordance with Exhibit A requirements, including verification of enrollment and attendance. Contractor will maintain Pass-Through Program Funds in a separate, non-interest accruing account designated for program purposes until ready for disbursement. Contractor will not commingle Pass-Through Program Funds with its operating accounts.

The total funding for this contract (in an amount not to exceed **$7,052,947**), provides for the potential reimbursement for Pass-Through Program Funds of up to **$6,175,760.** For the first year only, Contractor is authorized to receive a one-time payment of **$584,160** for initial upfront costs related to Contractor's provision of services under the agreement. Upon the Parties execution of the Agreement, Contractor will submit an invoice to the County for the initial upfront costs and the County will pay the invoice.

Step	Party Responsible
The County will transfer Pass-Through Program Funds to AidKit upon being invoiced per **Section I. Pass-Through Program Funding; Invoicing; Reconciliation** (below). If the County transfers multiple funding sources, the County will identify any permitted uses or restrictions applicable to each funding source. AidKit maintains Pass-Through Program Funds in a segregated account designated for Program purposes until ready for Disbursement, the funds are held in a non-interest accruing account. AidKit will not commingle Pass-Through Program funds with its operating accounts.	County
AidKit will provide monthly invoices to the County in advance of Disbursements per **Section I Pass-Through Program Funding; Invoicing; Reconciliation.**	AidKit
In accordance with **Section I Pass-Through Program Funding; Invoicing; Reconciliation,** any unused Pass-Through Program Funds identified through reconciliation and requested in writing by the County will be remitted upon completion of this SOW via the County's preferred method. ● Check: ● Payable to: Whatcom County Health and Community Services ● Attention: Business Office ● Street address: 509 Girard St ● City, State, ZIP Code: Bellingham, WA 98225	AidKit
The County establishes eligibility criteria, and issues Pass-Through Program Funds and final approval of the Disbursements. Once the applicant is considered "approved" by AidKit, based on the agreed-upon criteria, the applicant is ready for payment without additional County authorization required.	County
On behalf of the County, AidKit will initiate Disbursements for all approved applicants to AidKit's third-party payment processor, which will make the corresponding Pass-Through Payments to approved Program participants, **subject to receipt of Pass-Through Program funds and invoicing procedures described.**	AidKit

I. Pass-through Program Funding; Disbursement Invoicing; Reconciliation

A. Baseline Program Funding.

a. Whatcom County Health and Community Services anticipates providing up to $6,175,760 in Pass-Through Program Funds for Pass-Through Payments to eligible Program participants over the course of this SOW.

b. At contract start a one-time initial payment will be made totaling $584,160. The payment will include:

i. $25,000 for Child Care Centers $200 one-time administration fee for enrolling program in subsidy and rate augmentation program.

ii. $239,160 for initial 2 months payments to providers for Family Child Care Subsidy.

iii. $320,000 for initial 2 months payments to providers for Working Connections Child Care Subsidy Rate Augmentation.

c. Payments for passthrough funding are held in a non-interest accruing account.

B. Pass-Through Payment Invoicing Schedule

AidKit will invoice the County for Pass-Through Payment Disbursements on a Monthly basis.

C. Reconciliation of Pass-Through Payments.

"Reconciliation" means AidKit's process, conducted at Program Closeout, of comparing (i) total Pass-Through Program Funds invoiced and received under this SOW against (ii) total Disbursements under this SOW. Any amounts invoiced but not Disbursed will be returned to the County during Program Closeout as defined in **Exhibit E: Program Closeout**.

Reconciliation will not require retroactive modification of previously issued invoices that were prepared in good faith and in accordance with this SOW.

EXHIBIT "E"

(PROGRAM CLOSEOUT)

This Exhibit sets forth the Parties' agreed operational closeout plan for the Program, including reconciliation, return of County Data, PII handling, platform access removal, and sunset activities. The Parties shall complete and finalize this Exhibit no later than sixty (60) days prior to Program Closeout or expiration/termination of the applicable SOW, whichever occurs first.

"Program Closeout" means completion of the Services, final invoicing and payment of undisputed fees, Reconciliation, return of County Data, and completion of agreed data management activities.

Any PII or other sensitive participant data exchanged outside the AidKit Platform must be transmitted using industry-standard encrypted methods (e.g., secure file transfer or TLS-protected interfaces) and shall not be transmitted via unencrypted email, Slack, or other non-secure messaging platforms. Nothing in this Exhibit requires deletion, return, or destruction of data in a manner that would violate applicable law, audit obligations, fraud-prevention requirements, or funding requirements.

Activity	Timeline*	Details
Applicant Support Portal Closes	October 15, 2028	Final surveys, resource referrals, and follow ups completed. Applicant access to portal removed.
County Platform Access Removed	November 30, 2028	County Access to AidKit Platform for the Program removed.
Reconciliation Completed	November 30, 2028	Reconciliation completed and unused Pass-Through Program Funds returned
County Data Returned	**Within 90 days of Accounting Reconciliation**	Provision of County Data if required including PII where applicable, in the format specified.
PII Management	**Within [TBD] days of County Data Return** ● Redact - Sensitive Data is removed or "blacked out", the balance remains ● Anonymize - No possibility of re-identifying to a person by AidKit or the County ● One-way hash - converted into a one-way hashed, can be re-identified with key ● Securely delete - all data (excluding resultant) removed from the system	AidKit will redact, anonymize, one-way hash, or securely delete Program related PII as specified in this SOW. In no event will identifiable PII be retained for more than two (2) years following Program Closeout unless a longer retention period is required by law.
County Data Sunset	Date TBD	Based on legal and contractual requirements