SOLE SOURCE AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT ADMINISTRATOR FOR 2025 RESIDENT RELIEF PROJECT

BETWEEN

COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT AND REGIONAL SECURITY

AND

AIDKIT, INC.

CONTRACT NO. 2623-06100
PURCHASE ORDER NO. 70000413249

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS 3
ARTICLE 1: INCORPORATION OF BACKGROUND 3
ARTICLE 2: DEFINITIONS 3
a) Definitions 3
b) Interpretation 5
c) Incorporation of Exhibits 5
d) Order of Precedence 6
ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR 6
a) Scope of Services 6
b) Deliverables 6
c) Standard of Performance 7
d) Personnel 8
e) Minority and Women Owned Business Enterprises Commitment 8
f) Insurance 9
g) Indemnification 12
h) Confidentiality and Ownership of Documents 13
i) Patents, Copyrights and Licenses 13
j) Examination of Records and Audits 15
k) Subcontracting or Assignment of Contract or Contract Funds 16
l) Professional Social Services 17
ARTICLE 4: TERM OF PERFORMANCE 18
a) Term of Performance 18
b) Timeliness of Performance 18
c) Agreement Extension Option 18
ARTICLE 5: COMPENSATION 18
a) Basis of Payment 18
b) Method of Payment 18
c) Funding 19
d) Non-Appropriation 19
e) Taxes 20
f) Price Reduction 20
g) Contractor Credits 20
h) Pass Through Funds 20
ARTICLE 6: DISPUTES 21
ARTICLE 7: COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS 22
ARTICLE 8: SPECIAL CONDITIONS 22
a) Warranties and Representations 22

b) Ethics 23
c) Joint and Several Liability 23
d) Business Documents 23
e) Conflicts of Interest 24
f) Non-Liability of Public Officials 25
g) Publicity and Marketing 25
ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET 25
a) Events of Default Defined 25
b) Remedies 26
c) Early Termination 27
d) Suspension 28
e) Right to Offset 29
f) Delays 29
g) Prepaid Fees 29
ARTICLE 10: GENERAL CONDITIONS 29
a) Entire Agreement 29
b) Counterparts 30
c) Contract Amendments 31
d) Governing Law and Jurisdiction 31
e) Severability 31
f) Assigns 32
g) Cooperation 32
h) Waiver 32
i) Independent Contractor 32
j) Governmental Joint Purchasing Agreement 33
k) Comparable Government Procurement 33
l) Force Majeure 33
m) Federal Clauses 33
ARTICLE 11: NOTICES 34
ARTICLE 12: AUTHORITY 34

List of Exhibits

Exhibit 1 Statement of Work and Schedule of Compensation
Exhibit 2 Information Technology and Data Special Conditions Addendum (“ITDSCs”)
Exhibit 3 ADA Addendum
Exhibit 4 AidKit Information Security Framework
Exhibit 5 Electronic Payables Program (“E-Payables”)
Exhibit 6 Minority and Women Owned Business Enterprise Commitment
Exhibit 7 Evidence of Insurance
Exhibit 8 Board Authorization
Exhibit 9 Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10 Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and AidKit, Inc., doing business as a public benefit corporation of the State of Delaware, hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on July 16, 2026, as evidenced by Board Authorization letter attached hereto as EXHIBIT "8".

BACKGROUND

This Agreement is being entered into in accordance with Cook County Procurement Code Section 34-139, Sole Source Procurements.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2: DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms

"AidKit Platform" means AidKit's proprietary technology platform and systems used to gather, analyze, manage, and modify data and administer or make available cash benefits to County beneficiaries, including without limitation all related software, source code, methodologies, algorithms, processes, designs, reports, writings, hardware, databases, electronic systems, database management systems, and proprietary or technical information.

"AidKit Technology" means AidKit's technical data, creative designs and concepts, web designs, trade secrets, know-how, business plans, software, algorithms, programming techniques, business rules, business methods, inventions, drawings, engineering materials, hardware configuration information, marketing and strategic plans, financial data, processes, technology, and designs used or maintained by AidKit in connection with providing the Service.
"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Contractor Property" means: (i) the AidKit Platform; (ii) the AidKit Technology; (iii) all Modifications; (iv) any other technology, materials, or intellectual property owned, developed, acquired, or licensed by Contractor independently of this Agreement, including any materials owned by Contractor before the Effective Date or licensed from third parties at any time for use in connection with the Services; and (v) all Intellectual Property Rights in or relating to the foregoing.

"Modifications" means any improvements, enhancements, derivative works, additional modules, features, configurations, or other modifications made by Contractor to the AidKit Platform or AidKit Technology, whether developed before, during, or after the Term and whether or not based on feedback, ideas, suggestions, requirements, or information provided by County.

"**County Data**" has the meaning ascribed to that term in the County Information Technology and Data Special Conditions Addendum, attached as Exhibit 2.

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

"**Resultant Data**" means data, insights, analytics, models, or other information derived from AidKit's performance of the Services that has been aggregated or deidentified such that it does not identify County or any individual and cannot reasonably be reidentified,

and is used by the Contractor for the purposes of: (a) measuring the program's impact, or (b) improving the Contractor's platform and future program delivery.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" or **"Subconsultant"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Information Technology and Data Special Conditions Addendum ("ITDSCs")
Exhibit 3	ADA Addendum
Exhibit 4	AidKit Information Security Framework
Exhibit 5	Electronic Payables Program ("E-Payables")

Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work and Schedule of Compensation
Exhibit 2	Information Technology and Data Special Conditions Addendum ("ITDSCs")
Exhibit 3	ADA Addendum
Exhibit 4	AidKit Information Security Framework
Exhibit 5	Electronic Payables Program ("E-Payables")
Exhibit 6	Minority and Women Owned Business Enterprise Commitment
Exhibit 7	Evidence of Insurance
Exhibit 8	Board Authorization
Exhibit 9	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 10	Economic Disclosure Statement

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include any work product and materials, whether finished or unfinished, that are produced, developed, generated, provided, or otherwise created by Contractor for the County in connection with Contractor's performance of its duties under this Agreement, including as specified in Exhibit 1, Statement of Work. "Deliverables" do not include Contractor Property, AidKit Platform, AidKit Technology, Modifications, or

any Intellectual Property Rights therein, except to the extent expressly licensed to the County under this Agreement.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure; such reperformance shall be at County's expense to the extent such failure is caused by County's wrongful conduct. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) **Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel may be found in Exhibit 1, Statement of Work.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women Owned Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 6. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

The Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

The Contractor shall require all Subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess/Umbrella Liability or unless specified otherwise.
The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

Workers Compensation shall be in accordance with the Laws of the state of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of
$1,000,000 each Accident
$1,000,000 each Employee
$1,000,000 Policy Limit for Disease

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence from basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Completed Operations Aggregate	$2,000,000

The General Liability policy shall include the following coverages:
(1) All premises and operations;
(2) Contractual Liability;
(3) Products/Completed Operations;
(4) Severability of the interest/separation of insureds clause

(c) Commercial Automobile Liability Insurance

Intentionally omitted.

(d) Excess/Umbrella Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: $1,000,000

(e) Professional Liability (Errors & Omissions)

The Contractor shall secure insurance appropriate to the Contractor's profession covering all claims arising out of the performance or nonperformance of professional services for the County under this Contract. This insurance shall remain in force for the life of the Contractor's obligation under this Contract and shall have the limit of liability of not less than $1,000,000 per claim.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be not later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) years after completion of services.

(f) Network Security & Privacy Liability (Cyber)

The Contractor shall secure coverage for the first and third-party claims with limits not less than $5,000,000 per occurrence or claim, $1,000,000 aggregate.

If any such policy is written on a claims-made form:
(1) The retroactive coverage date shall be no later than the effective date of this contract.
(2) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date on or before this contract effective date, the Contractor must maintain "extended reporting" coverage for a minimum of three (3) year after completion of services.

Additional requirements

a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

b) Insurance Notices

The Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Contractor commences performance of its part of the work, the Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Contractor's obligations to obtain insurance pursuant to these insurance requirements.

c) Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to: (i) any claims that Deliverables infringe any patent, trademark, intellectual property right or copyright owned by a third party; (ii) third-party claims to the extent arising from or relating to Contractor's negligent, grossly negligent, willful, or intentional misconduct and, (iii) claims by third parties arising from or relating to a material breach of any representation or warranty expressly set forth in this Agreement, or a material breach of Contractor's express obligations under this Agreement, in each case that Contractor is responsible for. The foregoing indemnity obligations will not apply to losses arising from: (1) County breach of this Agreement; (2) County grossly negligent, reckless or intentional misconduct; (3) inaccuracies or incompleteness in County Data or applicant data, where Contractor has exercised its best efforts, within reason and in good faith, efforts consistent with the agreed scope of work, applicable workflows, and industry-standard practices to perform its obligations under this Agreement; (4) acts of fraud or attempts to defraud Contractor by applicants or persons impersonating applicants, including but not limited to the submission of false, misleading, or fraudulent documentations or information (5) infringement, misappropriations, or violation of any personal or proprietary rights of a third party not attributable to Contractor or (6) violation of applicable laws, rules or regulations not attributable to Contractor.

Notwithstanding the foregoing, Contractor shall be responsible for indemnifying County for any liability related to overpayment errors, only to the extent such error is caused by the actions or inactions of Contractor, including through Contractor's use of the Contractor Property; provided, however, Contractor shall not be responsible for any overpayment that results from the actions or inactions of County, applicants, recipients, or any third party, or from any inaccuracy or incompleteness of County Data or applicant data.

The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

Except for Contractor's liability arising from Contractor's gross negligence, willful misconduct, or fraudulent actions Contractor's aggregate liability under this Agreement shall not exceed two times (2x) the total fees payable to Contractor under this Agreement, excluding Program Funds for Pass-Through Payments as defined in Exhibit 1. Notwithstanding the foregoing, Contractor's aggregate liability arising from Section 3j. Data Breach of the Exhibit 2 addendum shall not exceed the greater of (i) two times (2x) the total fees payable to Contractor under this Agreement, or (ii) five million dollars ($5,000,000), representing the limits of Contractor's applicable cyber liability insurance coverage in effect at the time of the Data Breach..

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County except for Resultant Data as permitted under Section 3.i. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

Contractor acknowledges and agrees that County, as a public body, is required to comply with all applicable public records laws, including the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) and that County may disclose information under this contract in accordance with FOIA. Contractor may reasonably designate, in writing to County, Contractor information as Confidential. If Contractor makes such a reasonable designation, County will use best efforts to notify Contractor of an applicable FOIA request and to provide Contractor the opportunity to assert that the Contractor information is exempt from disclosure under FOIA. County may require that Contractor promptly submit written justification for asserting the exemption. To the extent County is assessed attorneys' fees or court costs as a result of withholding Contractor information and/or asserting an exemption from FOIA disclosure, Contractor will indemnify and hold harmless County from and against such expenses.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times. Notwithstanding the foregoing, ownership and use rights in Contractor Property, AidKit Platform, AidKit Technology, Modifications, Intellectual Property Rights, County Data, Resultant Data, and Deliverables are governed by Section 3.i

i) Patents, Copyrights and Licenses

(a) Ownership of County Data. Contractor understands, acknowledges and agrees that County shall own all County Data. Upon termination of expiration of this Agreement for any reason, or at any time at County's request, Contractor shall

(a) cease to use County Data, and promptly, but in no event longer than the time required by applicable laws, return all County Data (in the format County reasonably requires) to County and, after such data is returned to County, destroy the County Data wherever it resides on Contractor's platform or systems and certify to such destruction in writing to County. Notwithstanding the foregoing, Contractor may use deidentified aggregate County Data (Resultant Data) for the limited purpose of (a) measuring the program's impact and (b) improving the Contractor's platform and future program delivery Contractor shall not share County Data or Resultant Data with any third-parties without prior, written consent from County, and shall not sell County data or Resultant Data.

(b) Rights in Contractor Property. Contractor shall own and retain sole and exclusive right, title, and interest in and to the Rights in Contractor Property. Subject to the provisions of this Agreement, insofar as any Services for a particular Statement of Work contain any Contractor Property, Contractor and any of its Subcontractors grant to County a non-exclusive, worldwide, royalty-free (subject to any payment obligations herein) license to use such Contractor Property to the extent necessary to allow County the right to fully use and enjoy the Services solely in a manner consistent with their intended use as set forth in this Agreement or subsequent, applicable Statement of Work. County acknowledges that nothing in this Agreement gives County any right, title or interest in the Contractor Property other than the right to use the Contractor Property in accordance with and only during the term of this Agreement. County acknowledges that nothing in this Agreement gives County any right, title or interest in any data or other intellectual property provided to Contractor by third parties not described in a Statement of Work for use by Contractor in performance of the Services.

(c) Ownership of Deliverables. Contractor is the author of the Deliverables and owns all right, title and interest in and to the Deliverables, including without limitations, all copyright rights and all other Intellectual Property Rights in and to the Deliverables under United States law or the law of any other jurisdictions, or under any international law treaty, convention or proclamation. County acknowledges Contractor's authorship and ownership of rights in the Deliverables and agrees it will do nothing inconsistent with such ownership or rights.

(d) Grant of Non-Exclusive License. Subject to the terms and conditions specified in this Agreement, Contractor grants to County a non-exclusive, perpetual, worldwide, royalty-free license, right and privilege to use, reproduce, copy, distribute, display, publish, transmit and perform the Deliverables in all media for the purpose of communicating with the public about the project and County's charitable mission and accomplishments. Subject to the terms and conditions specified in this Agreement, County grants to Contractor a non-exclusive, non-sublicensable, perpetual, worldwide, royalty-free license, right and privilege to use, reproduce, copy, distribute, display, publish and transmit the anonymized Resultant Data in all media.

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract. Nothing in this Section requires Contractor to retain, disclose, or provide access to Personally Identifiable Information (PII) as that term is defined in the ITDSCs, Exhibit 2; biometric information; applicant-uploaded documents; or other sensitive data in violation of applicable law; privacy obligations; security requirements; or legally required data deletion/retention schedules. As described in the applicable Statement of Work, upon expiration or termination of the Contract, Contractor will return all County Data to the County and thereafter delete any remaining copies, subject to applicable law and any agreed retention requirements between County and Contractor.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books,

documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the

Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/ Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental

health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2026 ("**Effective Date**") and continue until October 31, 2027 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

Intentionally omitted. There are no renewal options for this contract.

ARTICLE 5: COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 1 for the successful completion of services. Payment shall be based on the overall completion of agreed upon Deliverables and shall not be subject to itemization of individual tasks, hours worked, or unit costs.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the Schedule of Compensation and shall contain a description of the Deliverables for which payment is

requested. Contractor shall invoice County in accordance with the milestone or periodic payment schedule outlined in Exhibit 1. Invoices shall confirm the achievement of the Deliverables specified in Exhibit 1 along with supporting documentation to demonstrate completion. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 1, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier

of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

h) Program Funds; Pass-Through Payments

For the sole and exclusive purpose of distributing Pass-Through Payments to eligible recipients in accordance with this Agreement, the County is allocating up to $15,000,000 to Contractor (“Program Funds”), which, to the extent approved by the County, will be distributed by Contractor to program participants who are eligible and selected to receive funds.

Cook County shall transfer the Program Funds to Contractor in accordance with the Program Funds Invoicing Schedule set forth in Exhibit 1

Contractor shall receive and serve as the disbursement agent of the County's Program Funds, which Contractor shall maintain in a separate account (as detailed below), and which shall not be co-mingled with Contractor's fees or any other funds. Contractor shall only distribute Pass-Through Payments in strict compliance with the County's written requirements, including a distribution methodology that has been pre-approved by the County in writing.

Contractor shall have no obligation to disburse Pass-Through Payments unless and until sufficient Program Funds have been received and cleared in Contractor's designated account. Contractor is not responsible for delays, nonpayment, or failed distributions caused by delayed, insufficient, restricted, or unavailable Program Funds or by County-approved eligibility, selection, or distribution instructions.

Contractor shall open and maintain a separate bank account or accounts in the United States, and shall hold in such account or accounts, Program Funds received by it from the County. Contractor shall take reasonable steps to ensure that, to the extent reasonably possible, such funds are covered by federal deposit insurance.

The Program Funds shall be identified on the books and records of Contractor in a manner that (i) is consistent with the practices of a fiscal agent with respect to similar funds, (ii) indicates that the Program Funds are held by Contractor on behalf of the County. Contractor shall maintain accurate and complete accounts and records of the Program Funds, which it shall provide to the County upon request.

All interest on the Program Fund balances held by Contractor shall be deposited into the associated Program Fund account. Upon request by the County, Contractor shall promptly facilitate the return to the County of any undistributed Program Funds.

ARTICLE 6: DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.
Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise

agreed to by the County in writing.

ARTICLE 7: COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

(iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

(v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

(vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County to determine conflicts of interest, Contractor must disclose to the County the names of Contractor's past clients list and the names of any clients with whom Contractor has an ongoing relationship .. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. §

1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

g) Publicity and Marketing

Contractor will not use the County's name, logo, trademark, trade name, service mark, or other symbol or designation in connection with any marketing, advertising or publicity, or in any other communications with third parties, without County's prior written consent. County may grant or withhold such consent in its sole discretion.

ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:

a. Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

b. Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

c. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

d. Discontinuance of the Services for reasons within Contractor's reasonable control; and

e. Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Notwithstanding the foregoing, a declaration of default by the Chief Procurement Officer shall not prevent Contractor from exercising any contractual remedies available to Contractor under this Agreement or applicable law.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate Equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Contractor's compensation under this Agreement;

vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be

delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. County shall remain responsible for all undisputed fees, expenses, non-cancellable commitments, and approved Program Fund obligations incurred prior to the effective date of termination. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension

exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations,

promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

(a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;

(b) the nature of the Services to be performed;

(c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;

(d) the general conditions which may in any way affect this Agreement or its performance;

(e) the compensation provisions of this Agreement; or

(f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Contract Amendments

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the Contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

Intentionally omitted. This contract is not funded with federal funds.

ARTICLE 11: NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Dept. of Emergency Mgmt. & Regional Security
69 W. Washington Street, Suite 2500
Chicago, Illinois 60602
Attention: Alex Joves, Executive Director

and

Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to the Contractor: AidKit, Inc.
2000 S. Colorado Boulevard
Building 1 – 2000 - #177
Denver, CO 80222
Attention: Brittany Christenson, Chief Executive Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12: AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work and Schedule of Compensation

AidKit

DRAFT Statement of Work

Prepared for: Cook County EMRS
Date: May 19, 2026
Edited: August 10, 2026

I. Program Summary

AidKit will design, build, and administer a one-time disaster relief program providing direct financial assistance to Cook County residents impacted by the July and August 2025 storms. The Program will issue an estimated 7,500 one-time payments of $2,000 each, for a total Program payout of $15,000,000, to a mix of homeowners and tenants across the City of Chicago and suburban Cook County.

The Program will use a time-bound open application window followed by a weighted lottery. Both homeowner and tenant applications will be supported through a single administrative portal with two distinct application flows based on applicant type.

II. Definitions

A. **Program Funds** means funds provided by Client to AidKit solely for the purpose of funding Pass-Through Payments to approved participants, which AidKit maintains in a segregated account until Disbursed (as defined below). Program Funds do not constitute compensation or revenue payable to AidKit.

B. **Disbursement(s)** means AidKit's transfer of 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.

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

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

III. Name of Project: Disaster Response and Recovery Fund **("DRRF"** or the **"Program")**

IV. Projected Program Timeline

The project timeline set forth below is provided solely for planning and illustrative purposes based on Parties' current assumptions and assumes a fully executed agreement. All dates are preliminary estimates only and are not binding commitments by AidKit. Actual project timing, sequencing, and deliverable dates will depend on, among other things, the date of the contract execution, timely receipt of client required inputs, funding and other dependencies. Accordingly, all downstream milestones and target dates may shift, and the Parties acknowledge that the timeline will be finalized and updated following execution of the Agreement and project kickoff.

Program Phase	Timeline	Key Activities
A. Contracting, Design and Build	July - September 2026	Contracting period and signing Tentative on contracting finalization design workshops, form building, testing, and CBO and navigator training
B. Pre-Launch Outreach	September - October 2026	County, CBO Partner, and commissioner staff training
C. Application Window	November 2026 - January 2027	Open application period (60 days)
D. Lottery and Selection	~1-2 weeks after applications close	Weighted lottery and waitlist generation
E. Application Review and Recollection	January - February 2027 2027	Eligibility review and up to two recollection cycles per applicant
F. Enrollment and Payment Issuance	February - March 2027	Post-selection enrollment and one-time payments issued on a rolling basis
G. Program Closeout and Offboarding	April - August 2027	Accounting and financial reconciliation; Return of Cook County EMRS and Program data; Access to AidKit Platform for the Program removed

V. Scope of Work

AidKit will provide the following software and services to support Cook County EMRS's Cook County Disaster Resident Relief project.

Services	Description
A. Discovery Consultation	AidKit will hold two (2) virtual two-hour design consultation workshops with Cook County EMRS and produce a design document for Cook County EMRS approval. Workshops will cover eligibility verification protocol, weighted lottery criteria, application architecture, outreach partner roles, and notification and translation requirements.
B. Build Custom Forms	Form contents will be provided by Cook County EMRS in a template format provided by AidKit. AidKit will construct the forms and facilitate two (2) rounds of revision with EMRS and any other Cook County departments identified by EMRS. After the 2nd revision, forms will be presented to the Cook County EMRS for acceptance testing. The acceptance testing event shall be scheduled and conducted within a mutually agreed-upon timeframe. A third round of revision with EMRS and any other Cook County departments identified by EMRS may be conducted if requested, with the understanding that this will

Services	Description
	extend the 8-week timeline from contract signing to Program launch outlined in Section VI. Deliverables and Schedule. All form content should be finalized prior to acceptance. After acceptance, any additional changes will be out of scope. A user-testing workflow will be provided during revisions. 1. **Included Forms:** The following forms are included in this SOW: a. Homeowner Application Form: Captures property ownership, damage documentation, and other ownership-relevant eligibility information b. Tenant Application Form: Captures rental status, damage documentation, and other tenancy-relevant eligibility information c. Enrollment Form: Collected post-selection, capturing payment preference and delivery information. d. Optional Post-Payment Feedback Survey: Deployed to participants after payment, capturing experience satisfaction, high-level use-of-funds reporting, and opt-in for future Program contact. Participation is voluntary and not contingent on payment. Both application forms are accessible through a single application portal and share the same intake shell (consent, identity, contact, residency), branching by housing type. All forms will be designed and implemented to meet WCAG 2.1 Level AA accessibility standards.
C. Form Distribution	Application forms will be distributed in the following ways: 1. By email and/or SMS to any resident who provided contact information through Cook County's Preliminary Damage Assessment (PDA) survey conducted following the 2025 storms. 2. An open public URL directing all Cook County residents to a single application portal, where they will be routed to the appropriate flow based on housing type. Those not on the PDA list may self-attest to their eligibility. 3. Through designated community-based organization (CBO) outreach and navigation partners. Cook County reserves the option to leverage its own resources, outside of this project scope, to provide targeted outreach to eligible participants who may apply. All public-facing communication, including, but not limited to, the application portal, will be designed and implemented to meet WCAG 2.1 Level AA accessibility standards.
D. Form and Notification Translations	AidKit-sourced human translation in: 1. English 2. Spanish 3. Polish 4. Simplified Chinese

Services	Description
	If the Cook County EMRS modifies the provided content or adds new content that was not part of AidKit's original templates, AidKit will supply machine translations for these additions and leverage a third party service for human review of machine translations. The Client will be solely responsible for reviewing, modifying, and maintaining the accuracy of all translations after they are initially provided by AidKit, including any updates or changes to the content.
E. Program Participation Consents and agreements	AidKit will collect participant agreements, disclosures, acknowledgements and consents reasonably necessary to administer and operate the Program in compliance with applicable laws. AidKit has developed informed consent best practices and will present recommended compliant language for Cook County EMRS to review during the Program build. Cook County EMRS may also request additional or customized consents, disclosures or acknowledgements as needed.
F. Application Review: Eligibility Verification and Fraud Prevention	AidKit will provide custom eligibility verification and fraud prevention workflows. AidKit will identify eligibility edge cases and provide recommended best practices for how to treat them. AidKit will construct the workflow and facilitate two (2) rounds of revision. After the 2nd revision, the workflow will be presented to the Cook County EMRS for acceptance testing. After acceptance, any additional changes will be out of scope. **1. Baseline Eligibility Criteria:** a. Applicant Identity: Name and address verification with photo identification and a live self portrait b. Residency: Within Cook County political boundaries using County-provided GIS shapefiles, down to municipal level and tied to a valid Property Index Number (PIN) when available c. Income: 80–100% Area Median Income (AMI) Threshold to be finalized during discovery consultation d. Proof of Impact: Documented storm damage from July 25–28, 2025 or August 16–19, 2025 OR auto-verified through the PDA list **2. Proof of Impact Verification:** Applicants whose addresses appear on the jointly-validated PDA list (approximately 10,000 households confirmed through a multi-agency validation process) will receive automatic damage verification and bypass the document-tier process, though they will still complete all other eligibility and weighting questions. For all other applicants, AidKit will work with the Cook County EMRS during the Program build to finalize accepted documentation types and establish a tiered verification model. The following is an illustrative example of how tiers might be structured:

Services	Description
	a. Tier 1 - High Confidence: Insurance claims, FEMA Individual Assistance records, or other third-party validated damage records. b. Tier 2 - Medium Confidence: Dated photos, repair receipts, contractor estimates, or utility records. c. Tier 3 - Low Confidence: Sworn attestation with legally binding language acknowledging applicant accountability for the accuracy of submitted information. Final tier definitions, accepted document types, and attestation language will be finalized during the design workshop by approving the final Eligibility Verification Protocol. **3. Fraud Mitigation Tools:** a. Verification against PDA submission and validated PDA results as both an eligibility shortcut and a fraud signal b. Duplicate identity checks using facial recognition flagging for human review c. Duplicate address, phone number, and email address checks, including matching against property index numbers from the Cook County Assessor's Office to deduplicate at the property level d. One award per address as a default rule, with edge-case handling for renter/landlord situations at the same address to be determined during the design workshops **4. Recollection:** If an applicant provides eligibility documentation that is flawed (expired, wrong document, blurry images, etc.), AidKit will send the applicant a notification and secure link to re-upload. Maximum two (2) recollection cycles per applicant. **5. Appeals:** There will be no appeals process for this Program.

Services	Description
G. Lottery	**1. Lottery Type: Weighted Lottery** The Program will use a time-bound open application window followed by a one-time weighted lottery rather than a first-come, first-served model, enabling equitable allocation across populations. Specific lottery criteria and weighed points will be finalized during the design workshops; the following reflects the current working framework: a. Tier 1 – Geographic Balance: City of Chicago vs. Suburban Cook County. The PDA dataset is approximately 80% City / 20% suburban; the Program will rebalance toward an approximate 50/50 City/Suburban target award split. b. Tier 2 – Suburban Equity Weighting: Applicants within the suburban share will be ranked using the County's municipality-level economic equity index. Municipalities with higher social vulnerability will receive preference. c. Tier 3 – Priority Population Weighting (applies across both City and Suburban): i. Seniors (65+); ii. Residents who self-identify as disabled iii. Lowest-income household iv. Damage severity Details of above weighted criteria and additional custom weights to be confirmed during design. **2. Waitlist:** A waitlist will be maintained to backfill any awards that go unclaimed or where selected applicants fail enrollment or verification, or decline the award. **3. Enrollment Post-Selection:** Payment preference and delivery information will be collected from selected applicants via the enrollment form, rather than at initial application. **4. Cook County EMRS is responsible for:** a. Defining and approving all lottery rules prior to execution b. Confirming compliance with applicable laws and funding requirements c. Approving the final configured lottery logic before launch Changes after approval may require a change order.
H. Communications	**1. Unlimited individual communications** Administrator portal will allow Client and AidKit support staff to send unlimited one-on-one communications to applicants/participants

Services	Description
	2. **Automatically triggered notifications (sent by SMS and/or email; SMS capped at 320 characters):** a. Notification for invitation to apply to those on PDA list b. Application submitted, with link to applicant status page c. Application document/data recollection, with secure link to re-upload d. Application approved/not selected e. Time to enroll in payments f. Enrollment submitted g. Pass-Through Payment Issued h. Optional: post-payment feedback survey invitation *Applicant status page can be updated with information related to the Program.*
I. Applicant Assistance	AidKit will provide technology and staffing to operate a support line for applicants. Support will be available in English, Spanish, Simplified Chinese and Polish through the following channels: 1. Phone (see limitation below) 2. SMS 3. Dedicated support email address For languages beyond English, Spanish, Simplified Chinese and Polish, AidKit partners with BIG Language, a third-party on-demand interpretation service that can be enabled for this Program at Cook County EMRS's request. **Languages Offered:** BIG Language offers 240 languages. See attachment for list of top languages. Additionally, designated CBO navigation partners will provide in-person and over-the-phone assistance to applicants. Language capabilities will vary by partner. **LIMITATION:** Live call answering is not supported. The support phone number will go to a voicemail system with a pre-recorded message encouraging applicants to apply online or through an in-person partner if possible. If calls are received after 9am, they will receive a callback in the order they came in.
J. Program Pass-Through Payments	The estimated payment volumes, funding amounts, and related financial assumptions for the Program are set forth in **Section IX (**Pass Through Payment Setup) and **X** (Program Funds; Invoicing**).** 1. **Type of payments:** a. One-time 2. **Value of Payments:** a. Payments of $2,000 to each of an estimated 7,500 approved participants

Services	Description
	3. **Duration of payments:** a. January-February 2027 4. **Pass-through payment cadence:** a. Rolling single payments post-lottery and verification (issued when an eligible applicant is approved) 5. **Payment methods supported:** a. ACH transfer (direct deposit) b. Physical Debit Card (mailed to end-user) c. Virtual Debit Card Payment preference and delivery information will be collected from selected applicants via the enrollment form, rather than at initial application. Applicants impacted by the 2025 storm season who are on the jointly-validated PDA list will receive expedited processing. All payments to be completed within 12 months of Program launch.
K. End-User Support	Remote ticketing across SMS, call (voicemail-based), and email through an integrated AidKit-assigned support phone number and support email. Staffed by AidKit's RSS team in English, Spanish, Simplified Chinese and Polish. Voicemails will be returned once properly routed. No live call answering provided.
L. Outreach and Partner Training	Cook County EMRS will lead identification, MOU execution, and ongoing management of CBO outreach and navigation partners. AidKit will support pre-launch outreach by providing a navigator training curriculum and CBO partner materials in English, Spanish, Simplified Chinese and Polish, and will deliver training for the following audiences: 1. **CBO Navigator Training:** Enabling CBO partners to assist applicants in the field, distribute the application, and escalate support issues appropriately. Training format and cadence to be determined in coordination with the Cook County EMRS and navigator partners. 2. **Commissioner and Aldermanic Staff Webinar(s):** Minimum one (1) and up to three (3) live webinars for Commissioner and aldermanic staff, which will be recorded for future use. The final number of webinars will be determined and approved upon completion of program design. A recording and reference document will be provided to enable Commissioner and aldermanic staff to act as informal navigator resources, particularly for senior applicants who seek help through local elected offices. Webinar cadence and audience to be confirmed during the design workshops.
M. Reporting 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. Cook County EMRS

Services	Description
	will have the ability to configure their own custom dashboards and reports based on data collected through the platform. All Aidkit provided dashboards will be designed and implemented to meet WCAG 2.1 Level AA accessibility standards. The following standard dashboards and reports will be included: 1. Applicant Verification Dashboard: Applications submitted, in review, approved, denied, ineligible, filterable by any variable collected, including geography (district/municipality), household type (homeowner/tenant), and priority population 2. Applicant Support Dashboard: Ticket volume, response times, resolution rate 3. Payments Dashboard: Funds available, funds committed, payments approved, payments issued, monthly statements 4. One (1) custom dashboard: Up to 20 metrics (charts, tables, hero counts, bar charts) and up to 5 custom queries, configured by AidKit per Cook County EMRS's request. Two revision rounds; Cook County EMRS acceptance testing required.
N. 1099 Issuance	If the Program is determined to be taxable under IRS regulations, AidKit will distribute 1099's on the clients behalf. 1. Not applicable

VI. Deliverables and Schedule

Timeline: Estimated 8 weeks from contract signing to Program launch.

"Instance" means the configured version of AidKit's Technology Platform ("AidKit Property") developed for the specific Program, including application flow, eligibility criteria, target population parameters, payment configurations and other Program specific settings and functionality.

Following creation of the Instance under this SOW, Cook County may reuse the same Instance in subsequent SOWs or agreements without payment of an additional Platform Configuration Fee, provided the County does not request additional features, enhancements, or material modifications to the Instance. Any such requested changes for future engagements shall be subject to a mutually agreed scope, timeline, and fees under the applicable future SOW or agreement.

Acceptance Testing Approval. Certain customized deliverables developed under this SOW may require review, testing, and approval by Client's Authorized Representative ("Acceptance Testing"). The specific deliverables subject to Acceptance Testing will be identified during implementation as applicable to the Program scope. Client shall complete Acceptance Testing and provide approval, rejection, or requested revisions within 5 business days following delivery by AidKit. Delays in completing Acceptance Testing or providing feedback may result in corresponding delays to subsequent project timelines and deliverables.

AidKit and Cook County agree to work in good faith toward the following target dates, provided Cook County supplies AidKit with the inputs and resources necessary for completion. In the event of delays

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

**All target dates are preliminary estimates only and are contingent upon execution of the final Agreement, timely receipt of required Client inputs and approvals, and project dependencies. Target dates are not guaranteed and remain subject to revision by mutual agreement of the Parties..*

AidKit Deliverables	Cook County EMRS Inputs	Typical time to AK Deliverable once Client inputs are received	Target Date*
A. Discovery Design Document	1. Design overview document of final recommendation 2. 2 distinct application workflows within Figma	2 weeks	Aug 24, 2026
B. Application Forms Homeowner Application and Tenant Application	1. Complete eligibility verification protocol criteria 2. Application questions 3. Program description and logo 4. Hero photo or image (if desired) 5. Cook County EMRS approval of application template	2 weeks	Sep 7, 2026
C. Application External Testing Testable forms delivered for two application workflows of Cook County EMRS review	User testing feedback: 1. Round 1: Cook County EMRS 2. Round 2: Cook County EMRS 3. Round 3: CBO Partner or PDA Test Applicants managed by AidKit	1 week per round	Sep 21, 2026
D. Implement External Testing Feedback	To be implemented after each round with one final implementation at end of all user testing	1 week	Sep 21, 2026

AidKit Deliverables	Cook County EMRS Inputs	Typical time to AK Deliverable once Client inputs are received	Target Date*
E. Review and Verification Workflow Eligibility verification protocol, fraud mitigation workflow, and weighted lottery logic across both homeowner and tenant workflows	Cook County EMRS approves eligibility verification protocol and lottery criteria, and helps facilitate end user testing	2 weeks after Cook County EMRS approval	Oct 8, 2026
F. Bulk and Triggered Notification Setup All automated SMS and email notifications configured	Triggered notification content document reviewed and approved by Cook County EMRS	1 week after content approval	Oct 8, 2026
G. Enrollment Form Post-lottery enrollment form capturing payment preference and delivery information	Final enrollment form content approved by Cook County EMRS	1 week	Oct 15, 2026
H. Optional Post-Payment Feedback Survey Deployed to participants after payment, capturing experience satisfaction, high-	Final post-payment feedback survey finalized in collaboration with the optional Applicant Experience Survey - Optional 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.	1 week	Oct 15, 2026

AidKit Deliverables	Cook County EMRS Inputs	Typical time to AK Deliverable once Client inputs are received	Target Date*
level use-of-funds reporting, and opt-in for future program contact. Participation is voluntary and not contingent on payment.			
I. Payment Design Build Payment methods configured: ACH, physical debit card, virtual debit card	Cook County EMRS confirms payment design and supported methods	1 week	Oct 15, 2026
J. CBO Navigator and Partner Training Navigator training curriculum delivered to CBO partners; commissioner and aldermanic staff webinar(s) conducted	Cook County EMRS identifies CBO partners and staff to attend; confirms webinar cadence and audience	1 week; delivered during pre-launch window	Oct 22, 2026
K. Custom Dashboards Available One custom dashboard configured per Cook County EMRS request	Cook County EMRS provides complete list of metrics to be included. Maximum of 20 metrics per dashboard.	1 week after metrics list received	Oct 22, 2026
L. Program Launch Application and review flow ready	Cook County EMRS acceptance testing complete for: Application forms	2 weeks after acceptance testing	Nov 5, 2026

AidKit Deliverables	Cook County EMRS Inputs	Typical time to AK Deliverable once Client inputs are received	Target Date*
for public dissemination and use	Eligibility verification and fraud prevention workflow Initial invoice for Program Pass-Through Payments to be received in AidKit account at least five (5) business days in advance of launch		
M. Pass-Through Payments	Cook County EMRS selects supported payment methods and transfers Program Funds in advance of disbursements per invoicing schedule	Payments issued within 1-3 days of approval depending on payment method	TBD; ongoing during February & March 2027
N. Final Program Report	AidKit to provide a final Program impact report to Cook County	1 month after final payment made	No later than August 2027

VII. Pass-Through Payment Setup

Step	Party Responsible
A. Cook County will transfer Program Funds to AidKit upon being invoiced per **Section X (**Program Funds; Invoicing). If Cook County transfers multiple funding sources, Cook County will identify any permitted uses or restrictions applicable to each funding source. AidKit will maintain Program Funds in a segregated account designated for Program purposes until ready for Disbursement. AidKit will not commingle Program Funds with its operating accounts.	**Cook County EMRS**
B. AidKit will provide invoices to Cook County in advance of projected Disbursements per **Section X (**Program Funds; Invoicing)**.**	**AidKit**
C. In accordance with **Section XII (**Program Closeout)**,** any unused Program Funds identified through reconciliation and requested in writing by Cook County will be remitted upon completion of this SOW via Cook County's preferred method.	**AidKit**
D. Cook County establishes eligibility criteria, provides Program Funds, and final approval of Disbursements. Once an applicant is considered approved	**Cook County EMRS**

Step	Party Responsible
by AidKit, based on the agreed-upon criteria, the applicant is ready for payment without additional Cook County authorization required.	
E. On behalf of Cook 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 Program Funds and the invoicing procedures described.	**AidKit**

VIII. Program Funds; Invoicing

A. Baseline Program Funding

Cook County anticipates providing **$15,000,000** in Program Funds for Pass-Through Payments to eligible Program participants over the course of this SOW ('the Baseline").

This is based on an approximately 7,500 eligible participants receiving a $2,000 payment on a one time basis.

B. Invoicing Schedule

AidKit will invoice Cook County in advance for projected Program Funds needed to support Pass-Through payment Disbursements. Given the emergency and disaster-response nature of the Program, the Parties acknowledge that accelerated implementation and funding timelines may be required. Client will fund invoiced Program Funds in advance of Disbursements, and the Parties will work in good faith during contracting to finalize the applicable invoicing cadence, funding procedures, and payment timelines necessary to support timely participant payments.

Disbursement is conditioned upon Cook County transferring sufficient Program Funds in advance of each Pass-Through Payment. AidKit bears no liability for delays resulting from funding shortfalls or delayed transfers.

PROGRAM FUNDS MUST BE RECEIVED AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO SCHEDULED DISBURSEMENT DATE TO AVOID PROCESSING DELAYS.

Description of Payment	Total Pass-Through Funds Included	Invoice Date (AidKit to Invoice Cook County EMRS)
1. Pass-Through Payment #1	Total: **$15,000,000** ● *7,500 one-time payments of $2,000 each*	AidKit will invoice Cook County on September 1, 2026, The Parties acknowledge that payment processing may require Net 30 or longer in accordance with County payment procedures.

IX. Administrative Fees; Invoicing

A. Administrative Fees

The total estimated AidKit Fees over the lifetime of this SOW is: $1,535,000.

Fees under this SOW consist of a fixed one-time configuration fee, recurring monthly platform fees, a variable disbursement-based fee, and staffing and training fees. Total fees payable under this SOW will depend on actual Program activity and total disbursements.

This estimate excludes Program Funds used for Pass-Through Payments to Program participants.

B. Administrative Fee Structure and Invoice Schedule

Specific invoice dates and funding timelines are preliminary only and will be finalized following execution of the Agreement and project kickoff.

Any increase to the duration of AidKit Platform access, total Disbursements or the scope of Services may trigger “Additional Work” costs. AidKit will notify Client when such changes arise and propose a written scope and fee under **Section XIII** (Scope Controls, Additional Work). All Improvements that materially advance the Program goals including operational efficiency, participant and reviewer experience, fraud prevention, or administrative reporting are in scope.

Fee Category	Amount	Billing Timing	Invoice Date
1. **One-Time Platform Configuration Fee** Custom development and setup of Program instance, including application and enrollment forms, eligibility verification and fraud prevention workflow, lottery, dashboards, and data integrations	Total: **$160,000** **Breakdown** ● *Standard fee: $225,000* ● *Returning partner discount applied: Less $65,000*	50% of total: $80,000 billed upon delivery and Client approval of eligibility verification protocol and application form drafts; 50% of total: balance of $80,000 billed at Program Launch	Estimated Invoice Dates: Aug 17, 2026 Oct 15, 2026

Fee Category	Amount	Billing Timing	Invoice Date
2. Platform Subscription Fee The platform fee applies throughout the Program lifecycle including open application window, lottery, review, enrollment, payment, following application launch, and three three-month close-out period. This covers the full Program lifecycle.	Total: **$100,000** **Breakdown** ● *$10,000 per month for 10 months*	Billed Monthly (Oct 2026 - July 2027)	Oct 15, 2026 Nov 15, 2026 Dec 15, 2026 Jan 15, 2027 Feb 15, 2027 Mar 15, 2027 Apr 15, 2027 May 15, 2027 Jun 15, 2027 Jul 15, 2027
3. Disbursed Fee	Estimated **$450,000** **Breakdown** ● *3% of total disbursements* ● *Projected Baseline Funds $15,000,000*	Billed Monthly Upon Payment Issuance	Variable fees will be invoiced within 30 days after each month-end, based on 3% of pass-through funds disbursed during the prior month.
4. Applicant Assistance and Application Review Staffing Support is staffed by AidKit's Review and Support Specialist (RSS) team. Costs are estimated based on anticipated Program volume and support needs, and team members are compensated at a fixed salary for the duration of the support period. This is a fixed-term rate and is not subject to adjustment based on actuals. a. Applicant Support $75/hr i. Estimated 175,000 eligible households	Total: **$585,000** **$97,500 per month** **Breakdown** ● *Applicant Support: $75/Hr estimated hours 4,200* ***$315,000*** ● *Application Review: $75/Hr estimated hours 3,600* ***$270,000***	Billed Monthly	Oct 15, 2026 Nov 15, 2026 Dec 15, 2026 Jan 15, 2027 Feb 15, 2027 Mar 15, 2027

Fee Category	Amount	Billing Timing	Invoice Date
with 60% projected to meet the income threshold. ii. If 25–30% of eligible households apply, approximately 31,500 applications are anticipated iii. Average of 8 minutes of support per application iv. Total estimated support hours: 4,200 b. Application Review $75/hr i. Total applicants to be selected: 7,500 ii. A 20% buffer is included for application reviews to ensure flexibility in the lottery process: 9,000 reviews iii. An additional 1,800 reviews are included to account for an anticipated 20% document and data recollection rate iv. Total estimated reviews: 10,800 v. Average of 20 minutes per review vi. Total estimated review hours: 3,600			
5. Additional Translation and Interpretation Services a. Live phone interpretation in 200+ languages through AidKit's third-party partner BIG Language outside of English, Spanish and Polish needs.	As incurred; estimated **$15,000**	Monthly	Invoiced within 30 days after each month-end

Fee Category	Amount	Billing Timing	Invoice Date
On-demand, no monthly minimum. Rates: $1.00–$1.20 per minute depending on monthly usage volume. b. Written translation in additional languages beyond English, Spanish, Simplified Chinese and Polish, billed at cost based on language and word count. c. Billed pass-through to Cook County EMRS at cost as part of the monthly invoice. No charges accrue unless services are used.			
6. CBO Outreach Management AidKit managed CBO outreach and application-assistance partners including identifying appropriate partners in coordination with County. Pricing breaks down as: a. $100,000 pass-through to identified CBOs, compensating them for time as both outreach partners and application-assistance partners. b. $75,000 AidKit administration and management fee of CBOs, inclusive of the navigator training curriculum and webinar(s) described above	Total: **$175,000** **Breakdown:** ● *$100,000 directly to CBOs* ● *$75,000 for administrative management*	Upon contract signature	No later than Aug 31, 2026
7. Direct Outreach Support to PDA list AidKit will develop and distribute outreach materials	Total: **$50,000**	Upon contract signature	Invoiced within 30 days after each month-end

Fee Category	Amount	Billing Timing	Invoice Date
on the County's behalf at $5 per recipient contacted based on 10,000 PDA list			
Subtotal *Total fees will vary depending on finalized Program design*	**$1,535,000**		

X. Program Closeout

"Program Closeout" means completion of Services, final invoicing and payment of undisputed fees, Reconciliation, and Client Data Returned. The closeout activities, timing, and responsibilities are set forth in the table below.

"Reconciliation" means AidKit's process, conducted at Program Closeout, of comparing (i) total 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 Cook County during Program Closeout.

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 sent via unencrypted email, Slack, or other non-secure messaging platforms. Nothing in this **Section** requires deletion or return of data in a manner that would violate legal, audit, or fraud-prevention obligations.

Activity	Timeline* *Subject to change; dates will be updated in writing as needed*	Details
A. Applicant Support Portal Closes	May 31, 2027	Final surveys, resource referrals, and follow ups completed. Applicant access to portal removed.
B. Client Platform Access Removed	July 31, 2027	Client Access to AidKit Platform for the Program removed.
C. Reconciliation Completed	May 31, 2027	Reconciliation completed and unused Program Funds returned
D. Client Data Returned	**Within 90 days of Accounting Reconciliation**	Provision of Client Data if required including PII where applicable, in the format specified.
E. PII Management	**The date and method of PII**	AidKit will redact, anonymize, one-way

	deletion will be determined and agreed upon 90 days prior to end of Contract Term 1. Redact - Sensitive Data is removed or “blacked out”, the balance remains 2. Anonymize - No possibility of re-identifying to a person by AidKit or Client 3. One-way hash - A form of anonymization that can still be tested against using the hash key (which is only accessible to AK admins on AWS). Once turned into a hash, the data cannot be converted back into its original form. Hashed values are deleted 2 years after Program end 4. Securely delete - all PII data removed from the system	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 or Cook County ordinance.
F. Client Data Sunset	The date of Client Data Sunset will be determined no later than 90 days prior to contract end date.	Based on legal and contractual requirements all client data (excluding resultant data) will be permanently removed from AidKit systems

XI. Scope Controls, 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:

A. 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 Client’s review. AidKit will await written authorization from the Client Authorized Official before starting any additional work.

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

C. Estimate: The Client may request a written estimate for additional work before granting authorization.

D. Documentation: AidKit maintains substantiating records, which will be made available to the Client 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 Client'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 client-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.

EXHIBIT 2

Information Technology and Data Special Conditions Addendum ("ITDSCs")

Cook County Government
Information Technology and Data Special Conditions Addendum

Together the Professional Services Agreement ("PSA") Cook County contract (#2623-06100), including any attachments thereto, and this Information Technology and Data Special Conditions Addendum ("Addendum"), form the "Agreement." County and Consultant agree that, with respect to County Data and/or County Intellectual Property, including any Consultant obligations, representation, or warranties related thereto, in the event of conflict between this Addendum and any other terms in the Agreement, this Addendum takes precedent over, controls and supersedes any term or clause to the contrary, provided that nothing in this Addendum supersedes the Professional Services Agreement provisions governing Contractor Property, AidKit Platform, AidKit Technology, Modifications, Resultant Data, or limitation of liability, except to the extent expressly stated and mutually agreed.

I. Definitions

a. "**AI System(s)**" means a machine-based framework that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments. "AI System" includes machine-based frameworks utilizing generative pre-trained transformers and large language models.

b. **"Applicable Data Security and Privacy Law(s)"** means any applicable and relevant US laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.); the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.); FBI CJIS Security Policy; the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq.; the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq.; the Payment Card Industry Data Security Standard, including any subsequent updates, amendments and implementing regulations to the above laws, that may be applicable to the provision of the Services, Software, use of AI System, and/or this Agreement.

c. "**Biometric Identifier**" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and includes any expansion of this definition as enacted by the relevant legislative body and/or related case law. Additionally, photographs, videos, and voice recordings are included only to the extent utilized to capture such scans or prints.

d. "**Biometric Information**" means any information, regardless of how captured, converted, stored, or shared, based on an individual's Biometric Identifier that is used to identify an individual. Biometric information does not include information

derived from items or procedures excluded under the definition of Biometric Identifiers. Biometric Information includes the most recent meaning or binding judicial interpretation of the term "biometric information" as defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

e. "**Business Associate Agreement**" means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

f. "**Cardholder Data**" means data that meets the definition of "Cardholder Data" in the most recent Payment Card Industry Data Security Standard.

g. "**Consultant**" means the same as "Contractor" as both terms are defined in County Professional Services Agreement, or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement. "Contractor" and "Consultant" may be interchangeably used. "Consultant" includes employees, representatives, subcontractors, and agents of Consultant.

h. "**Consultant Confidential Information**" means all non-public proprietary information of Consultant that is marked confidential, restricted, proprietary, or with a similar designation, provided that Consultant Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.

i. **"Contractor Intellectual Property**" means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

j. "**County**" has the same meaning as defined in the Cook County Procurement Code, located at Chapter 1, Sec. 1-3, of the Cook County Code of Ordinances as amended.

k. "**County Confidential Information**" means all non-public proprietary information of the County, including Personally Identifiable Information and any information exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

l. **"County Data"** means any and all information, in any form, that the County provides access to or shares with Consultant, or that is collected by the Consultant, including all recipient data, in connection with the Services.

County Data also includes, without limitation, all information provided by County employees and representatives, as well as information provided by any third party

on the County's behalf, to Consultant, and any information owned, created, and/or maintained by County that Consultant encounters during the term of this Agreement.

County Data does not include any data or intellectual property owned or created by Consultant, including proprietary or trade secret data, except for any data or intellectual property that the County is commissioning or purchasing from Consultant or that Consultant has been hired to create for the County. "County Data" does not include Contractor Property as that term is defined in the Professional Services Agreement, except to the extent such data includes County Confidential Information or Personally Identifiable Information that has not been deidentified in accordance with the Agreement and applicable law.

m. "**County Intellectual Property**" or "**County IP**" means all Intellectual Property owned or licensed by the County, including Developed IP.

n. "**Criminal Justice Agency(ies)**" means a court, governmental agency (federal, state, local or tribal), or any subunit of governmental agency, that administers criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual budget to administering criminal justice. Criminal Justice Agency includes state and federal Inspector General Offices and Sheriff's Offices.

o. "**Criminal Justice Information**" or "**CJIS Information**" means data or information, in virtual or hard copy form, collected by Criminal Justice Agencies regarding individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

Criminal Justice Information also means any data that meets the definition of "Criminal Justice Information" in the most recent version of FBI CJIS Security Policy as well as data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

p. "**Cyber Incident**" means an occurrence of any kind that is reasonably likely to threaten or compromise, or does threaten or compromise, the security, integrity, availability, and confidentiality of, or access to, an information system, computer system, and/or the cyber security tools, controls, or procedures put in place to secure Consultant's systems, endpoints, servers, and/or its cloud environment, and has the potential to cause a Data Breach. Cyber Incident includes, but is not limited to, a ransomware event; a large scale failure of Consultant's Information Security System; any configuration problems which cause data to be stored or shared in violation of either Consultant's or Consultant's Third Party Vendor's Information

Security Program; and any mistake or unintentional issue that causes cybersecurity protections to fail or otherwise not protect County Data and/or allows for the unauthorized access to or exfiltration of County Data.

q. **"Data Breach"** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, modification, destruction, corruption, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity, or availability of any County Confidential Information.

r. **"Data Subject"** and any variation of that word mean the same as defined in Applicable Data Security and Privacy Laws.

s. **"Data Subject Request"** means a request made by a Data Subject to exercise any rights of Data Subjects under the Applicable Data and Security Privacy Laws.

t. "**Deliverable**" means the same as defined in the Professional Services Agreement or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.

u. "**Developed Intellectual Property"** or **"Developed IP"** means Intellectual Property conceived, developed, authored, or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to, or enhancements (derivative works) of, third party Intellectual Property to the extent not owned by the licensor of the third party IP under the terms of the applicable license. "Developed IP" does not include Contractor Property, Resultant Data or any IP rights therein, each as defined or addressed in this Addendum or in the Professional Services Agreement.

v. "**Evolution Data**" means data created by, incorporated into, and a component of the AI System's evolution during training and subsequent use by County during the Term, including retained portions of any training data, production data, or Output Data as provided, directly or indirectly, by County.

w. "**Information Security Program**" means a detailed set of policies, procedures, and principles that describe how an organization protects its data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.

x. "**Input Data**" means data, regardless of form, that is entered into an AI System for processing.

y. "**Open Source Materials**" means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software

be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code as defined by the Open Source Initiative and "free" code as defined by the Free Software Foundation.

z. **"Output Data"** means generated outputs such as predictions, information, content, recommendations, or decisions provided by an AI System in response to processing Input Data.

aa. "**Personally Identifiable Information**" means personal data or information that relates to a specific, identifiable, individual person, including County personnel, and includes all variations of that term as defined in the Applicable Data and Security Privacy Laws. For the avoidance of doubt, Personally Identifiable Information includes: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as Personally Identifiable Information under Data Breach Notification Laws.

bb. **"Personal Health Information"** means information relating to the past, present, or future physical or mental health or condition of an individual; to the provision of health care to an individual; or to payment (whether past, present, or future) for health care ; and either (i) Identifies the individual; or (ii) provides sufficient information that could reasonably be used to identify the individual, but that is not included in the definition of Protected Health Information under 45 C.F.R. 160.103.

cc. "**Protected Health Information**" or "**PHI**" has the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

dd. "**Services**" means the same meaning as defined in Article 3 of the County Professional Services Agreement or "Deliverables" as defined in the County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.

ee. "**Software**" means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.

ff. "**Third-Party Vendor**" means any subcontractor, company, independent contractor, or vendor of any kind that is not a direct employee or corporate division

of Consultant. Third Party Vendors includes Subconsultants as may be defined in the Underlying Contract.

II. Data Storage and Access

a. **Data Storage**: Consultant agrees to store all County Data in compliance with Section III Privacy and Data Security of this document. Consultant agrees to maintain County Data in a manner that preserves its integrity and completeness. Where Consultant must transform, normalize, or reformat County Data for operational or technical processing purposes, Consultant shall (i) document such transformations, (ii) retain the ability to reproduce or export County Data in its original received format or a mutually agreed-upon format upon County's request, and (iii) ensure that no transformation results in the loss, corruption, or unauthorized alteration of County Data. The parties acknowledge that technical processing may require County Data to be reformatted, and such reformatting shall not constitute a breach of this Agreement provided the foregoing conditions are met.

   Consultant also agrees to minimize storing or transferring County Data on portable media devices and will only store or transfer County Data on portable media devices with prior written approval from County. Should it be necessary to store or transfer County Data via a portable media device, Consultant agrees to secure the same with commercially available cybersecurity tools (i.e., requiring multi-factor authentication to access such portable media device), and to track in a security log all instances of downloads of County Data to a portable media device and the chain of custody of such media device until County Data is securely deleted from same. Consultant further agrees that any such portable media device will fully encrypt the data, and that authority to access or remove the portable media device containing County Data is granted only with demonstrated need. Consultant will only utilize portable media devices with the ability to be remotely wiped

b. **Approved Facilities:** Consultant will perform Services and host County Data only within the continental United States and only from locations owned or leased by Consultant and its Third-Party Vendors , or locations within the continental United States from which Consultant personnel remotely access systems in accordance with Consultant's Information Security Program.

c. **Data Minimization:** Consultant must implement procedures to minimize collection of Personally Identifiable Information and Personal Health Information. If Personally Identifiable Information must be collected or processed by Consultant on County's behalf, or is shared with Consultant by County for any reason, Consultant will only use such Personally Identifiable Information: (i) as directed by the County; (ii) as needed to provide contracted services to the County; and (iii) for no other purpose. If Personally Identifiable Information must be shared with a

third party, Consultant will only share portions of such information necessary to accomplish the purpose of sharing and that it will comply with all requirements of Section V before sharing with such third party.

d. **Data Access and E-Discovery**: The County may access and copy any County Data in Consultant's possession at any time for any reason, without limitation. Consultant shall reasonably facilitate such access and copying promptly after the County's request.

   Consultant agrees to only delete County Data in compliance with applicable law and the Data Deletion section of this Agreement. Consultant also agrees to halt any deletion of County Data promptly, including directing its Third-Party Vendors to do the same, if the County informs Consultant in writing that such data must be preserved. Notwithstanding the foregoing, nothing in this Addendum requires Consultant to retain, preserve, disclose, return, or provide access to Biometric Information, PII, applicant-uploaded documents, or other sensitive data in a manner that violates applicable law, legally required deletion or retention schedules, or Consultant's documented data-security and privacy obligations.

e. **Compliance with Applicable Data Security and Privacy Law(s)**: If the County is required to respond to a Data Subject Request, Consultant agrees to reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. If Consultant receives a Data Subject Request related to this Agreement, Consultant will notify County of such request as soon as reasonably practicable and will reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. For clarity, Consultant's return, deletion, preservation, and certification obligations are subject to applicable law, including any legal obligation to delete Biometric Information within the time required by Illinois law or other applicable privacy laws.

f. **County Confidential Information**. All County Confidential Information shall remain the property of the County, and no license or other rights to the Consultant is granted or implied hereby. Consultant shall not disclose or allow disclosure of any of the County's Confidential Information to any third party, except to Consultant's employees and representatives, who are subject to written and enforced obligations to keep such Confidential Information confidential, and shall only use and disclose such County Confidential Information (i) for purposes of performing its obligations under this Agreement, and/or (ii) in connection with any SOW/Order Form (including in the course of discussions or exploration of a potential SOW/Order Form which may or may not ultimately be executed). Consultant remains responsible for any breach of this section by its employees and representatives.

i. In the event that Consultant is required to disclose County Confidential Information in accordance with a judicial or governmental requirement or order, Consultant shall limit disclosure of such data in compliance with Section III(c)(iii) of this Addendum.

ii. County Confidential Information shall be subject to the confidentiality obligations of this Section III(f) for ten years following Consultant's return or destruction of County Confidential Information in accordance with subsection iv below.

iii. **Injunctive Relief**. Consultant acknowledges that disclosure of any County Confidential Information by it or its employees or representatives may give rise to irreparable injury to the County not adequately compensated by damages. Accordingly, the County may be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this section, in addition to any other legal remedies that may be available.

iv. **Return or Destruction of County Confidential Information**. Unless otherwise provided in this Agreement, upon the earlier of the County's request or termination or expiration of this Agreement, Consultant shall, at the County's option, promptly destroy or return all County Confidential Information, including all copies in any form or medium, in its possession or control, in compliance with Section III(e) of this Addendum.

g. **Information Access**: Consultant may not permit access to any County Confidential Information by any unauthorized individual or entity. Consultant must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Consultant will, upon request from the County, provide the County with an updated list of its personnel with access to County Data and the level of such access.

h. **Public Records Laws**: Consultant will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Consultant must: (a) store County Data such that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Consultant.

III. Privacy and Data Security

a. **General Requirement of Confidentiality and Security**: Consultant will maintain the confidentiality and security of all County Data that it has copies of or access to. Without limiting Consultant's other obligations under this Agreement, Consultant

must use commercially available and state-of-the-art cybersecurity tools and controls meeting this Section III's requirements to provide reasonably appropriate security protection to County Data proportionate to the type and sensitivity of County Data at issue. Similarly, Consultant must provide and perform all Services and Software securely in compliance with the requirements of this Section III using security technologies and techniques in accordance with industry-leading practices and County security policies, procedures and other requirements made available to Consultant in writing. This includes network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect County Confidential Information. Consultant must secure all Personally Identifiable Information in accordance with the requirements of this Section III, and must also encrypt all Personally Identifiable Information and Personal Health Information in transit, during processing, and at rest. The requirements of this Section III shall apply to all of Consultant's Systems and the facilities where such Consultant Systems are used to collect, store, handle, process, backup, dispose, and/or access County Data.

b. **Applicable Data Security and Privacy Laws:** Consultant agrees to comply with and abide by all Applicable Data Security and Privacy Laws, including those applicable to the Consultant if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.

c. **Data Ownership:** Consultant recognizes and agrees that the County possesses and retains all right, title, and interest in and to County Data, and that Consultant's use, access to and possession thereof is solely to fulfill its obligations under this Agreement and that any processing and use of County Data by the Consultant is done solely on the County's behalf and for the County's benefit.

    i. Consultant further recognizes and agrees that:
        1. County Data is valuable property of the County and may include proprietary, sensitive, private and/or trade secret information; and
        2. County Data may include original compilation pursuant to copyright laws of the United States and other jurisdictions; and
        3. The County has dedicated substantial resources to collecting, managing, securing and compiling County Data; and
        4. County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
        5. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Consultant or commercially exploited by or on behalf of Consultant.

ii. The County grants Consultant a limited, non-transferrable and royalty free license to use and access County Data solely as necessary to fulfill Consultant's duties under this Agreement. Without County's prior written consent, Consultant shall not:
    1. access or use any County Data for any purpose other than to fulfill its duties and obligations under this Agreement; or
    2. give third party access to or copies of County Data, unless in compliance with the Third-Party Vendor section below.

iii. In the event that Consultant is required to disclose County Data in accordance with a judicial or governmental requirement or order, Consultant will, except to the extent prohibited by law:
    1. give the County reasonable prior notice and opportunity to object or seek a protective order or other appropriate remedy;
    2. Cooperate with the County so the County may object to or seek a protective order or other appropriate remedy;
    3. disclose only portion(s) of the County Data that it is legally required to disclose.

d. **Consultant as a Data Processor**: Consultant understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates processing Personally Identifiable Information, it will act only on direction from the County.

e. **Data Deletion**: Consultant agrees that at the conclusion of this Agreement or upon the written request of the County, it will promptly:
    i. return all versions and copies of County Data to the County in such a format that the County may reasonably request and;
        1. provide County with adequate bandwidth and other resources to remove County Data from Consultant servers; and
        2. provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the same manner as used by Consultant.
    ii. after returning all County Data to the County, delete all versions or copies of County Data from any location and all systems under Consultant's control, including but not limited to Consultant's servers, systems and any backups; and
    iii. direct and ensure secure erasure of County Data by any and all of Consultant's Third-Party Vendors with copies of or access to County Data, provided, however, that a Third-Party Vendor that is a payment processor, financial institution, or other regulated financial-services provider may retain only the limited County Data that it is legally required to retain under applicable law, regulation, court order, legal hold, or binding financial-institution or payment-network requirement.

Consultant also agrees that in deleting County Data as required by this Agreement, Consultant shall leave no data readable, decipherable, or recoverable on its computers, servers, or other media, or those of its Third-Party Vendors, in accordance with NIST Special Publication 800-88 as revised. Promptly after Consultant has completed its deletion of County Data and has directed its Third-Party Vendors to do the same, and no later than 30 days after termination of this Agreement, Consultant shall certify such deletion to County in writing in compliance with NIST Special Publication 800-88. Such confirmation may note that limited County Data remains subject to the retention exception in Section 4.

f. **Data Security:** Without limiting any of its other obligations and promises elsewhere in the Agreement, Consultant shall prevent unauthorized access to, sharing, disclosure, modification, or destruction of County Data. Consultant represents and warrants that:
    i. it will not permit any unauthorized access to or allow its actions or inactions to cause any loss or damage to County Data or County IP;
    ii. it will comply with any and all County security policies in place during the term of this Agreement;
    iii. it will not use any system that is dependent on software or hardware without appropriate security updates available;
    iv. it will only store County data within the Continental United States;
    v. it will appropriately vet using, at a minimum, criminal background checks, identity verification of physical person to a government issued id card, and employment history verification of all employees and representatives working with or provided access to County Data and County IP and ensure that such employees and representatives are legally bound to maintain the security and confidence of County Data, County IP, and County Confidential Information; and
    vi. it will not allow any foreign government or foreign owned organizations or other third parties access to any County Data, County IP, or County Confidential Information.

g. **Information Security Program**: Consultant agrees to maintain, implement, and comply with a written Information Security Program requiring industry standard administrative, technical, and physical safeguards appropriate to:
    i. protect the security and confidentiality of County Data;
    ii. identify and protect against threats and hazards to the security or integrity of County Data; and
    iii. protect against unauthorized access, taking, sharing, destruction, modification, or use of County Data.

Consultant’s administrative, technical, and physical safeguards must provide a level and scope of security consistent Contractor's written information security policies, the information security overview (included here as Exhibit 4) reviewed

by the County, and the controls applicable to Consultant's SOC 2 Type II environment. Contractor shall maintain safeguards that are no less protective than generally accepted industry standards applicable to the Services, including, as relevant, (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard and state-of-the-art security standards series.

For clarity, Consultant will not integrate with, access, administer, or perform work within the County's internal systems or networks, except to the extent expressly agreed in writing by the parties. Accordingly, County policies and technical standards apply only to the extent applicable to the Services and systems under Consultant's control.

Consultant shall also ensure that the Information Security Program addresses the following:

i. Proper disposal of County Data once it is no longer needed to carry out the purposes of this Agreement and in compliance with the Data Deletion section of this Agreement;
ii. Access controls on systems and servers used to maintain, access, or transmit County Data;
iii. Access restrictions and appropriate security controls at physical locations containing County Data, including at servers and/or data banks;
iv. Multi-Factor Authentication for all interactive user access to systems, accounts, and endpoints used to store or maintain County Data; For non-interactive service accounts and machine-to-machine or API credentials, which do not support interactive Multi-Factor Authentication, Consultant will apply equivalent safeguards, including secrets management/credential vaulting, regular credential rotation, scoped least-privilege permissions, and network access restrictions;
v. Encryption of electronic County Data, at rest and in transit, in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, and, where VPN technologies are used, NIST SP 800-77 and NIST SP 800-113 encryption standards. Consultant must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.
vi. Application of least privilege principles for access to County Data, which is supplemented either by dual control procedures or segregation of duties;
vii. Regular testing and monitoring of electronic systems accessing or storing County Data; and
viii. Procedures to detect actual and attempted attacks on or intrusions into the end points, systems, or servers, containing or accessing County Data.

h. **Regular Review of Security Program**: Consultant shall review the Information Security Program and all other County Data Security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.

i. **Cyber Incident**: Consultant represents and warrants that it maintains the cybersecurity of its Services and Software and takes proactive and consistent action and to prevent a Cyber Incident from affecting any County IT environment at any time. If Consultant discovers that a Cyber Incident has impacted its own environment and has or has the potential to impact the County's IT environment, Consultant must, at no additional charge, (a) immediately undertake to address the Cyber Incident to mitigate damage and restore any affected Service, Software or equipment; (b) notify the County in writing within 24 hours of discovery of the incident; and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

j. **Data Breach**: In the event that Consultant suffers a Data Breach of any kind, it agrees to:
    i. Notify County promptly and without unreasonably delay, but no later than 24 hours after discovery or suspicion of the Data Breach. Notification shall be sent to databreach@cookcountyil.gov;
    ii. Notify County promptly and without unreasonably delay, but no later than 24 hours after receiving notification from a Third-Party Vendor, of a Data Breach suffered by such vendor, if that Vendor had copies of or access to County Data. Notification shall be sent to databreach@cookcountyil.gov;
    iii. If the Data Breach concerns County Data:
        1. Consultant will provide County with meaningful access to the forensic investigation, including details regarding method of compromise, identity of the attackers if known and progress of remediation;
        2. Consultant will assist the County as it seeks to comply with any data breach notification requirements. Such assistance shall include not be limited to, providing the County with access to data, personnel and information relating to the County Data that may have been exposed, and, if applicable, information about any persons whose Personally Identifiable Information may have been affected or exposed;
        3. Consultant will notify any affected persons solely at the County's direction, including review and approval of all notices, and governmental regulators, as applicable;
        4. Consultant will recover affected data or information to the extent possible;

5. Consultant will provide County with a corrective action plan acceptable to County;
6. Consultant will not make any public announcements relating to such Data Breach without the County's prior written approval; and
7. Consultant agrees that County has the sole right to (a) determine whether notice of any Data Breach involving County Data is to be provided and to whom; and (b) approve the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

iv. In the event of a Data Breach attributable to an act or omission of Contractor, including without limitation those of Consultant's Third-Party Vendors, subcontractors or other agents, Consultant shall, subject to the limitations of liability set forth in the Professional Services Agreement, also:
   1. reimburse County solely for reasonable out-of-pocket, expenses directly associated with legally required data breach notifications, including the provision of credit monitoring services to affected persons only to the extent legally required and directly caused by Consultant's acts or omissions (for clarity, the County's determination of what is legally required will control unless otherwise determined by a competent court of law);
   2. indemnify and defend the County from third-party legal actions to the extent arising from such data breach and caused by Consultant's acts and omissions; and
   3. compensate the County for reasonable costs or expenses directly caused by Consultant's acts or omissions and legally required to restore or recreate lost or compromised County data.

v. Nothing in this section is meant to limit or restrict any of the County's other rights or potential remedies stemming from such Data Breach. For clarity, any amounts payable under this section are subject to, and count toward, the applicable liability cap under this Agreement

k. **Data Integrity and Loss of County Confidential Information.** Consultant must implement and maintain strong, industry standard measures, as detailed in Section III(g) of this Addendum, to maintain accuracy of County Data. Without limiting any rights and responsibilities under this Section III in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Consultant must promptly, at its own expense: (a) notify the County in writing within 24 hours; (b) take such actions as necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

l. **Biometric Data Security and Breach**: If Consultant will receive, handle, manage, store, review, collect, access, or otherwise process any Biometric Information as a part of this Agreement:
    i. Consultant will provide its written policies related to the retention schedule and permanent deletion of Biometric Information to County prior to Consultant's receipt of the Biometric Information.
    ii. If this Agreement requires Consultant to collect Biometric Information on behalf of the County, Consultant agrees to obtain appropriate consent, as required by the Illinois Biometric Information Privacy Act (740 ILCS 14/1, et seq.), from the person who the Biometric Information is being collected from, on behalf of both Consultant and the County.
    iii. Consultant agrees that under no circumstances will it sell, lease, trade, or otherwise profit from Biometric Information in connection with this Agreement, regardless of whether received from the County or collected directly from the person.
    iv. Consultant shall ensure that its Information Security Program, as required via this Section III, provides for and includes protection of Biometric Information. Additionally, Consultant agrees to implement any additional data security policies and controls for Biometric Information as necessary to ensure full compliance with applicable privacy laws.
    v. Consultant shall notify County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting Biometric Information. Notification shall be sent to databreach@cookcountyil.gov.

m. **Payment Card Data Security and Breach**: If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any Cardholder Data, Consultant agrees:
    i. to provide the County with a copy of its most recent Attestation of Compliance and Report on Compliance establishing that Consultant has been PCI-DSS Certified. Consultant also agrees to provide updated compliance documents should its certification be renewed during the pendency of this Agreement.
    ii. to ensure that its Information Security Program, as required via this Section III, provides for and includes the protection of Cardholder Data. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for Cardholder Data as may be required by the PCI Security Standards Council.
    iii. If a Data Breach occurs and involves Cardholder Data, Consultant agrees to:
        1. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting

Cardholder Data. Notification shall be sent to databreach@cookcountyil.gov.

2. Work with the County as described above in Section III(j) to provide notification to affected Card Holders and Card Companies as necessary, including but not limited to, the provision of documents and testimony, during any resulting PCI investigation or audit of the County, at the Consultant's own expense.

n. **PHI Data Security and Breach**: If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any PHI, then Consultant agrees:
   i. that in addition to this Agreement, it must enter into a Business Associate Agreement with the County entity or division providing Consultant with copies of or access to the PHI.
   ii. that its Information Security Program, as required via this Section III, provides for and includes the protection of PHI. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for PHI to ensure full compliance with both the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110 Stat. 1936, 45 CFR 160, et. seq.) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Title XIII, 123 Stat 226).
   iii. to notify the County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting PHI. Notification shall be sent to databreach@cookcountyil.gov.

o. **CJIS Data Security and Breach**: If the Underlying Contract requires or permits that Consultant receive, handle, manage, store, review, collect, access, or otherwise process any CJIS Information, then Consultant agrees:
   i. to sign and return to the County, in paper or electronic copy, the CJIS Data Security Acknowledgement Receipt after the County provides Consultant with a copy of this Addendum and the CJIS Security Policy.
   ii. that its Information Security Program, as required via Section III(f) of this Addendum, provides for and includes the protection of CJIS Information. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for CJIS Information to ensure full compliance with both the Criminal Justice Information Services Security Policy and the policies and standards established by the Criminal Justice Information Services Advisory Policy Board.
   iii. to sign and abide by an Information Exchange Agreement with the County prior to any exchange of CJIS Information.
   iv. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting CJIS Information. Notification shall be sent to databreach@cookcountyil.gov.

p. **Privacy Notice**: Consultant shall provide effective notice to the public and to individuals regarding:
    i. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
        1. Authority for collecting PII; and
        2. The choices, if any, individuals may have regarding how Consultant uses PII and the consequences of exercising or not exercising those choices; and
        3. The ability to access and have PII amended or corrected if necessary.

    ii. The Consultant's privacy notice shall describe:
        1. The PII collected and the purpose(s) for which it collects that information; and
        2. How the Consultant uses PII internally; and
        3. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and
        4. How individuals may obtain access to their PII; and how PII will be protected.

IV. **Consultant Personnel**: Consultant will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use County Data necessary to perform the Services, and will not make it available to any Third Parties except as specifically authorized hereunder. Consultant must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Consultant personnel who may have access to the aforementioned must execute agreements concerning access protection and data/software security consistent with this Agreement.

V. **Third-Party Vendors:** Consultant agrees that if it is to utilize third party vendors for this Agreement that require access to or copies of County Data in order to perform its work, that it will:

a. Ensure that all such vendors and their employees are located within the Continental United States, unless approved in writing in advance by County;
b. Ensure that no such vendor is owned in part or in whole by a foreign government, unless approved in writing in advance by County;
c. Provide a written list of such vendors to the County, along with a link to or copy of the vendors' privacy and data security policy;
d. Ensure that Consultant's contracts with such vendors contain the appropriate data security and privacy protections for County Data that are the same or at least as stringent as the provisions contained within this Agreement;
e. Ensure that each vendor is required to promptly notify Consultant of any Data Breach suffered by the vendor that concerns County Data;

f. Notify County immediately upon receiving notification from a vendor of any Data Breach that concerns County Data;
g. Remain responsible for any resulting costs, liability, charges or expenses incurred by the County and stemming from the action or inaction of such Third-Party Vendor in connection with the Services or County Data provided to Third-Party Vendor by Consultant and subject to the exclusions, limitations, and allocation of responsibility set forth in the Professional Services Agreement; and
h. In the event of a Data Breach stemming from such vendor, assist the County with obtaining information, documents, and access to persons necessary to investigate such Data Breach and provide necessary legal notifications.

VI. Audit Rights

a. **Data Security Audit**: Consultant agrees to have a Security Audit Service Organization Control (SOC 2), Type II Audit performed at least annually, and, at its sole cost and expense, to provide the County and its auditors with the SOC 2, Type II report, or its equivalent, for all locations at which the County Data is processed or stored. Any direct audit by County shall be conducted upon reasonable prior written notice, during normal business hours, in a manner designed to avoid unreasonable disruption to Consultant's operations, systems, security, and services. Any such audit shall be limited to records, systems, controls, and facilities directly relevant to Consultant's processing of County Data under this Agreement. Consultant shall not be required to provide access to other customer data, unrelated systems or records, privileged materials, trade secrets, security-sensitive materials, vulnerability details, internal security procedures, or third-party confidential information, except to the extent legally required and subject to appropriate confidentiality and security safeguards. Consultant's then-current SOC 2 Type II report, vendor security attestations, or substantially equivalent independent audit reports shall be deemed sufficient evidence of compliance where direct access to Consultant's or a Third-Party Vendor's systems, facilities, or records is not reasonably available or would create security, confidentiality, or contractual concerns. Additionally, Consultant agrees to allow the County to directly audit its Information Security Program and related controls within 30 days of receiving an official request from the County.

   Further, Consultant agrees that that it will promptly make available to the County the results of any reviews or audits conducted by Consultant (including Consultant's internal and external auditors) or the results related to a SOC-2 audit, relating to Consultant's and its Third Party Vendor's operating practices and procedures, even if not directly requested by the County, if the results are relevant to Consultant's provision of Services or to Consultant's obligations under the Agreement.

b. **Third Party Vendor Audits**: Consultant must ensure that all agreements with its Third Party Vendors that process County Data include industry standard audit,

security review, or attestation rights. Consultant agrees to facilitate a County audit of its third party vendors, or (if agreed by the County as an alternative) to obtain and provide the results of any SOC 2 Audit of its Third Party Vendors or other equivalent security attestation, summary of independent audit results, or similar documentation. Consultant also agrees that if needed, it will directly conduct an audit of its Third Party Vendors and provide the County with the results to the extent Consultant has the contractual right to do so.

c. **CJIS Information Audits:** To the extent that this Agreement concerns CJIS Information, Consultant agrees that, in addition to the County's audit rights, the FBI may also be authorized to perform a security audit of Consultant's and/or Consultant's vendor's systems during the pendency of this Agreement and a final audit at the termination of this Agreement.

VII. Intellectual Property

a. **Contractor Intellectual Property Warranty**: Consultant represents and warrants that it owns, or is authorized to use, all Consultant IP, and Consultant-provided third-party IP.

b. **Open Source Material**: Consultant represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Consultant represents and warrants that all OSM materials provided to County or used on County's behalf comply with their license agreements. Unless otherwise specified in this Agreement, Consultant must maintain OSM support, including required patching and security updates, which will be provided promptly after release. Consultant must not use any materials allowing users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."

c. **Developed Intellectual Property**: With regards to any Intellectual Property specifically developed for the County by Consultant under the terms of this Agreement, Consultant hereby irrevocably and unconditionally assigns, transfers, and conveys to the County, without further consideration, all of its right, title, and interest in such Developed Intellectual Property. This transfer will take place immediately upon the creation and completion of such works without need for further documentation or action on the part of the Parties. Consultant agrees to perform any actions as may reasonably be necessary, or as the County may reasonably request, to perfect the County's ownership of any such Developed Intellectual Property. Developed Intellectual Property does not include Contractor Property, AidKit Platform, AidKit Technology, Modifications, or any Intellectual Property Rights therein, each as defined or addressed in the Professional Services Agreement.

d. **Software Licenses**: This Agreement contains all terms and conditions relating to any and all licenses in Consultant-Provided Software and Contractor Intellectual

Property. Except as explicitly set forth elsewhere in this Agreement, all licenses that Consultant grants in Consultant-Provided Software include: (a) the right of use by Third Party Consultant for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Consultant may audit the use of license entitlements.

e. **County Intellectual Property**: Consultant acknowledges that County retains all right, title and interest in and to all County IP. Consultant will not be permitted to use any County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Consultant must cease all use of County IP and must return to the County all County IP.

f. **Residual Knowledge**: Consultant acknowledges that nothing contained in this Agreement restricts either Party from the use of ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties' employees performing or using such Services, (b) the Party does not breach its respective obligations under Section III relating to confidentiality and non-disclosure, and (c) such use does not infringe the Intellectual Property Rights of other parties who have licensed or provided materials to the other. Except for the license rights contained in this Section VII, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.

g. **Export Laws**: Consultant will comply with all laws governing the export of intellectual property, including the Export Administration Regulations, 15 CFR 730, et seq.

VIII. Other Provisions

a. **Processing by an AI System:** To the extent that the Software and/or Services allow for County Data to be processed by an AI System, any Input Data that is entered into the AI System by County will be considered County Data, and County will have the same right to use and display any Output Data that has been generated in response to the Input Data entered into the AI System by the County. Consultant remains the owner of all Evolution Data, but only to the extent that it can establish that the Evolution Data does not contain any Personally Identifiable Information or County Confidential Information.

b. **Accessibility Requirements under the Americans with Disabilities Act**: If this contract includes information technology systems that are required by federal law to be "accessible," consultant must sign an Americans with Disabilities Act (ADA) Accessibility Addendum. See Americans with Disabilities Act – Cook County Accessibility Requirements Exhibit, attached hereto and incorporated by this reference, which further describes Consultant's accessibility obligations and must be submitted to the County to reflect compliance. Except as specifically set forth in Exhibit 3, Consultant acknowledges the County is relying upon Contractor to ensure compliance with Title II of the Americans with Disabilities Act (ADA), its

implementing regulations adopted by the federal government, and the accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1, level AA published by the World Wide Web Consortium (W3C).

c. **Removal of Consultant Materials**: Consultant is responsible, at its own expense, for de-installation and removal of any equipment, software, or hardware, owned, licensed, or leased by Consultant, and provided to the County, to facilitate the provision of Services under this Agreement, and that is not being transferred to the County under the Agreement. Consultant shall comply with all reasonable County requests and procedures related to the deinstallation and removal , and agrees to do so in a manner that minimizes adverse impact or working disruptions to the County or its employees.

d. **Resources Necessary for Services**. Except as set forth in this Agreement, Consultant will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. Consultant agrees that it keep all required equipment, Software, and other resources functional.

e. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date**. For this section, "Assets" mean equipment, Software, Intellectual Property and other assets used in providing the Services and "Required Consent" means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Consultant to perform the Services. Consultant is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Consultant and provide Consultant such assistance in this regard as the Consultant may reasonably request.

f. **Updates**. Consultant must provide to the County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes and other security-related updates.

g. **No Click-Wrap or Incorporated Terms.** The County is not bound by any content on Consultant's website, including any click-wrap, cookies consents, or other similar document.

h. **Resale of Equipment and Software**. If Consultant resells to the County any equipment or Software that Consultant purchases from a Third Party, Consultant, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Consultant from its warranty obligations set forth in this Agreement.

i. **Warranty for Developed Software**: Consultant represents and warrants that all developed software will be free from material errors in operation and will comply with the applicable documentation and specifications in all material respects for twelve (12) months after the installation, testing, and acceptance of such developed software by the County. Any repairs to developed software pursuant to this Section will receive a new twelve (12) month warranty period.

IX. **Indemnity**: In addition to and not in derogation of any indemnification provisions in the Professional Service Agreement, Consultant shall defend, hold harmless, and indemnify the County against any third party claim, suit, or proceeding arising out of a Data Breach or Consultant's violation of any Privacy or Data Security law, including without limitation any breaches or violations committed by or through Consultant's agents, employees, representatives, licensees, invitees, or Third-Party Vendors, in each case only to the extent such claim, suit, or proceeding is caused by or arises out of Consultant's acts or omissions or those of Consultant's agents, employees, representatives, licensees, invitees, or Third-Party Vendors, and subject to the exclusions, limitations, and allocation of responsibility set forth in the Professional Services Agreement.

X. **Limitation of Liability Exceptions**: Any limitation of liability contained in the Underlying Contract does not apply to:

a. any breach of the Privacy and Data security section of this Agreement to the extent arising from Consultant's gross negligence, willful misconduct, intentional misconduct, or liability that cannot be limited under applicable law;
b. any Data Breach concerning County Data and stemming from Consultant or its Third Party Vendor(s) to the extent arising from Consultant's gross negligence, willful misconduct, intentional misconduct, or liability that cannot be limited under applicable law;
c. any breach of the Third-Party Vendor section of this Agreement to the extent arising from Consultant's gross negligence, willful misconduct, intentional misconduct, or liability that cannot be limited under applicable law; or
d. losses caused by the gross negligence or willful misconduct of Consultant.

XI. **Enforceability**: If any provision of this Agreement is deemed invalid or unenforceable, the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.

XII. **Survival**: This Data Security and Privacy Addendum shall survive for a period of ten (10) years from either (i) the expiration or termination of the Agreement, or (ii) the return and certified secure destruction of County Data.

XIII. **No Limitation**. The rights and obligations set forth in these IT and Data Special Conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.

EXHIBIT 3

ADA Addendum

EXHIBIT X
ADA Addendum- Cook County Accessibility Requirements

A. Purpose.

Cook County values inclusivity, including ensuring that web content and mobile applications are accessible to individuals with disabilities. This Addendum is intended to ensure all web content and mobile applications provided or delivered by Consultant pursuant to this Agreement conform with Title II of the Americans with Disabilities Act (ADA), applicable federal implementing regulations, and the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as published by the World Wide Web Consortium (W3C).

Furthermore, parties acknowledge that noncompliance with ADA accessibility requirements relating to web content or mobile applications provided or made available by County, whether directly or through contractual, licensing, or other arrangements, may expose County to monetary damages, injunctive relief, or third-party lawsuits.

B. Accessibility Terms of Agreement.

Consultant shall ensure all web content and mobile applications, and associated user interfaces or digital services provided, delivered, operated, or otherwise made available by Contractor to County under this Agreement (collectively, "Digital Content") complies with Title II of the ADA, its implementing regulations adopted by the federal government, and the accessibility standards set forth in the WCAG 2.1, Level AA, as published by the World Wide Web Consortium (W3C). This includes, but is not limited to: **any and all public-facing applications and websites provided by AidKit as a part of this Agreement.**

C. Required Accessibility Documentation.

Consultant shall provide County with one of the following:

(1) Certification. A written and signed certification attesting that the Digital Content complies with this Addendum, including the requirement to conform to at least WCAG 2.1, Level AA, in substantially the following form:

> "I, _____, on behalf of _____ [entity name], hereby certify that the information technology provided pursuant to the Agreement between the parties dated _____ ____, 20___, is accessible and conforms at least to WCAG 2.1, Level and AA.
> [Signature]"
>
> or;

(2) VPAT. Consultant's most current Voluntary Product Accessibility Template ("VPAT") completed using the Information Technology Industry Council-approved template. Consultant represents and warrants that all statements in the VPAT are truthful, accurate, free of material errors or omissions, and based on a good-faith evaluation of the actual Digital Content provided to County, including all end-suer functionality and administrative interfaces. VPATs prepared for marketing purposes,

based on generic product descriptions, or that evaluate a materially different configuration, version, or deployment than that provided to County shall be deemed non-responsive and unacceptable.

The required accessibility documentation shall be provided prior to production deployment of any Digital Content and shall be updated and resubmitted annually for the duration of any ongoing services and upon any material modification to the Digital Content.

Consultant acknowledges that compliance with accessibility requirements is a material benefit of the bargain for County under this Agreement. County shall not be required to remit Consultant's final payment unless and until it receives the required VPAT or certification and County is otherwise satisfied that the Digital Content complies with applicable accessibility requirements.

Nothing in this section shall preclude County from conducting its own accessibility testing, auditing, or verification, or directing Consultant to cure any identified deficiencies.

D. Exception process.

If Consultant determines that it cannot, without undue burden, (1) satisfy one or more WCAG 2.1, Level AA success criteria, or (2) resolve one or more accessibility issues identified through Consultant's accessibility testing tools and methodologies, Consultant may request an exception to the guideline or issue identified. Any request for an exception must be submitted in writing and must include, at a minimum: (1) identification of the specific success criterion or accessibility not met; (2) description of how the nonconformance impacts the Digital Content, (3) identification of user groups who may be disproportionally or uniquely impacted, and (4) description of alternative solutions or mitigation that have been, or could reasonably be, implemented. Consultant agrees that, in the event any exception necessitates an accommodation for users, Consultant will work in good faith to support those accommodations.

If County determines, in its sole discretion, that compliance would create an undue burden, County and Consultant shall evaluate possible alternative solutions or mitigations. County may, in its sole discretion, approve an alternative solution or authorize a limited exception. Consultant agrees to promptly and diligently implement any alternative solution or mitigation approved by County. Nothing in this Section relieves Consultant of its obligation to work in good faith to support reasonable accommodations for users with disabilities.

E. Indemnification.

Consultant hereby agrees to indemnify, defend, and hold harmless County, its commissioners, officers, employees, elected and appointed officials and agents and the heirs, executors, successors, and permitted assigns of any of the foregoing (collectively, "County Indemnitees") from and against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) arising out of or related to Consultant's failure to comply with Title II of the ADA, its implementing regulations adopted by the Department of Justice, and the applicable accessibility standards set forth in the most current version of the Web Content Accessibility Guidelines (WCAG) levels A and AA published by the World Wide Web Consortium (W3C), or at a minimum WCAG 2.1, Level AA.

Consultant's indemnification obligation is limited as follows:

(1) Consultant shall be responsible for compliance with the ADA, applicable implementing regulations, and WCAG standards in effect
    a. as of the date the applicable Digital Content is delivered to County or
    b. if the Agreement includes subscription services, renewals, or ongoing provision or maintenance, throughout the period during which Consultant provides such Digital Content to County.
(2) Consultant's indemnification obligation shall survive for a period of five (5) years following the date of termination or expiration of this Agreement.

EXHIBIT 4

AidKit Information Security Framework

AidKit

Information Security Framework

1. Purpose and Scope

AidKit maintains a comprehensive information security, privacy, and compliance program designed to protect the confidentiality, integrity, and availability of Client Data and AidKit systems.

This Information Security Framework describes the administrative, technical, and physical safeguards AidKit uses to protect Client Data processed in connection with the Services. The safeguards are risk-based and are reviewed and updated as appropriate to reflect changes in technology, business operations, applicable legal requirements, and security threats.

AidKit's security program is informed by recognized industry standards, including the SOC 2 Trust Services Criteria and, where applicable to the Services, the safeguards required by the HIPAA Security and Privacy Rules.

2. Definitions

For purposes of this Framework:

"Client Data" means data provided to, collected by, or processed by AidKit on behalf of Client in connection with the Services, including applicant and program data.

"Personally Identifiable Information" or "PII" means information that identifies, relates to, describes, or can reasonably be linked to a specific individual, either alone or when combined with other information. PII may include names, contact information, government-issued identification numbers, Social Security Numbers, Tax Identification Numbers, financial account information, and biometric information.

"Protected Health Information" or "PHI" has the meaning assigned under HIPAA and applies only where AidKit processes PHI on behalf of a covered entity or business associate under an applicable Business Associate Agreement.

"Security Incident" means an actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, or destruction of Client Data that materially compromises the confidentiality, integrity, or availability of Client Data.

3. Security Governance and Risk Management

AidKit maintains a documented information security management framework supported by policies, standards, procedures, and assigned security responsibilities.

Risk Management

AidKit conducts periodic risk assessments to identify threats and vulnerabilities affecting its systems, infrastructure, operations, and data. Identified risks are evaluated according to likelihood and potential impact and are addressed through documented risk treatment and remediation processes.

Policy Management

AidKit maintains executive-approved security and privacy policies addressing areas including:

- access control;
- acceptable use;
- data classification and handling;
- encryption;
- incident response;
- business continuity and disaster recovery;
- vendor risk management;
- vulnerability management;
- secure software development;
- device and endpoint security; and
- data retention and destruction.

Material security policies are reviewed at least annually and updated as appropriate.

Personnel Security

AidKit requires personnel to comply with applicable confidentiality, privacy, and security obligations. Personnel receive security awareness training at least annually, including HIPAA privacy and security training when relevant to their responsibilities.

AidKit conducts background screening for employees consistent with applicable law and the nature of the employee's role.

4. Data Classification and Handling

AidKit classifies information according to its sensitivity and applies safeguards appropriate to the classification.

Client Data, PII, authentication credentials, security reports, source code, and other sensitive information are treated as confidential information and are subject to heightened access, encryption, storage, transmission, and disposal controls.

AidKit limits the creation of physical copies of confidential information and prohibits confidential Client Data from being stored on unauthorized personal devices or removable media.

Transfers of Client Data outside AidKit must be authorized, limited to a legitimate business purpose, and performed pursuant to an appropriate contractual, legal, or Client-authorized arrangement.

5. Data Protection and Privacy

Data Minimization

AidKit seeks to collect and process only the Client Data reasonably necessary to provide the Services, administer the applicable program, comply with legal or contractual requirements, and support authorized security, fraud-prevention, audit, and reporting activities.

Purpose Limitation

AidKit uses Client Data only to provide and support the Services, fulfill its obligations under the Agreement, maintain the security and integrity of the Services, comply with applicable law, and perform other activities authorized by Client.

AidKit does not sell Client Data.

Privacy by Design

Security and privacy considerations are incorporated into AidKit's software development and change-management processes. Material changes affecting Client Data are subject to documented review, testing, and approval before deployment to production.

Data Import, Export, and Migration Controls

AidKit applies appropriate validation and reconciliation controls when importing, exporting, or migrating Client Data. These controls may include defined data mappings, format and schema validation, completeness checks, error logging, staged testing, and reconciliation of migrated or transferred records.

Access to migration activities is restricted to authorized personnel, and sensitive migration data is protected using the same applicable encryption, access-control, and logging requirements as production Client Data.

Legal Compliance

AidKit complies with applicable federal, state, and local privacy and security laws to the extent those laws apply to AidKit or the Services.

Where Client Data is subject to additional contractual, regulatory, or program-specific requirements, those requirements will be addressed through the Agreement, Statement of Work, Business Associate Agreement, Data Use Agreement, or other applicable written terms.

6. Encryption and Secure Transmission

AidKit protects sensitive Client Data using industry-standard encryption.

Encryption at Rest

Sensitive Client Data and applicable backups are encrypted at rest using AES-256 or an equivalent industry-standard encryption method.

Encryption in Transit

Client Data transmitted over public networks is encrypted using TLS 1.2 or higher.

Secure Communications

Client Data must not be transmitted through unencrypted or unauthorized communication channels. AidKit personnel may not share PII or other sensitive Client Data through ordinary email, Slack, text messaging, or similar platforms unless an approved encryption or secure-transfer method is used.

Authorized secure file-transfer tools, protected platform functionality, encrypted connections, and other approved methods are used when Client Data must be transmitted outside the AidKit Platform.

API and Integration Security

AidKit supports secure integrations using documented APIs, approved authentication mechanisms, encrypted connections, and structured data formats. Access to APIs and integrations is restricted to authorized systems and users and is configured according to the purpose and data requirements of the applicable integration.

AidKit works with Clients to test material integrations before production use and to establish appropriate authentication, authorization, data-transfer, and error-handling requirements.

7. Access and Identity Management

AidKit maintains technical and administrative controls designed to prevent unauthorized access to Client Data and production systems.

Least Privilege

Access is limited to personnel and authorized service providers who require access to perform assigned responsibilities. Permissions are based on job function, operational need, and the sensitivity of the applicable systems and data.

Role-Based Access

AidKit uses role-based permissions and tiered access controls to restrict access to administrative functions, production environments, applications, and Client Data.

Multi-Factor Authentication

Multi-factor authentication is required for production systems, administrative consoles, remote access, and other systems designated as security-sensitive.

Access Reviews

Access to sensitive systems is reviewed periodically, including quarterly reviews of designated high-risk systems and production access.

Access is modified or revoked when no longer required. AidKit maintains documented processes for promptly disabling access following termination or a material change in job responsibilities.

Authentication and Credential Management

AidKit prohibits shared user credentials except where technically necessary and subject to compensating controls. Authentication credentials, secrets, and private keys are protected as confidential information and are stored using approved security controls.

Federated Identity and Single Sign-On

The AidKit Platform supports integration with approved external identity providers using industry-standard federation protocols, including SAML 2.0 and OpenID Connect. Where configured for a Client, authentication may be delegated to the Client's identity provider, allowing the Client to manage user authentication and applicable account-lifecycle controls through its authoritative identity system.

AidKit also supports OAuth 2.0 for authorized application and API integrations. The specific authentication and federation configuration will be established through the applicable Statement of Work or implementation plan.

8. Infrastructure and Network Security

AidKit's production infrastructure is hosted in Amazon Web Services environments using managed security, availability, encryption, logging, and network-isolation capabilities.

AidKit uses network segmentation, firewall rules, access restrictions, monitoring, and

other controls designed to limit unauthorized access to production systems and Client Data.

AidKit uses cloud-native security services, including centralized identity and access management, encryption-key management, infrastructure logging, and security monitoring, to protect and oversee its production environment.

Production databases and services are not configured to permit anonymous or unauthenticated access.

Client Data is not used or stored in non-production environments unless specifically authorized and protected through appropriate controls, such as de-identification, masking, or equivalent safeguards.

9. Endpoint and Device Security

Company-managed devices used to access AidKit systems or Client Data are subject to endpoint security and device-management requirements.

Applicable safeguards include:

- full-disk encryption;
- antivirus and anti-malware protection;
- device inventory and configuration management;
- automated security and compliance monitoring;
- password or equivalent authentication;
- automatic screen locking after a period of inactivity;
- restrictions on unauthorized software and removable media; and
- remote-lock or remote-wipe capabilities for lost or stolen devices.

Devices and storage media containing confidential information are securely wiped or physically destroyed before disposal or reuse.

10. Vulnerability and Patch Management

AidKit maintains a documented vulnerability-management program that includes automated vulnerability scanning, security monitoring, patch management, and remediation tracking.

Vulnerabilities are evaluated according to severity, exploitability, system exposure, and potential impact. Critical and high-risk findings are prioritized and remediated according to AidKit's documented risk-based remediation timelines.

AidKit periodically engages qualified independent third parties to conduct penetration testing of its environment. Identified findings are documented, assigned, tracked, and remediated based on risk.

11. Secure Software Development and Change Management

AidKit maintains secure development and change-management practices designed to reduce the risk of unauthorized, insecure, or disruptive changes to production systems.

Controls include, as appropriate:

- documented development and deployment procedures;
- source-code version control;
- peer review;
- automated and manual testing;
- separation of development and production environments;
- approval before production deployment;
- logging of production changes; and
- procedures for emergency changes and rollback.

Security and privacy requirements are considered during system design and material feature development.

12. Logging, Monitoring, and Auditability

AidKit maintains logging and monitoring appropriate to the nature and risk of its systems.

Security-relevant events may include authentication activity, administrative actions, system changes, application errors, data-transfer events, and other activity necessary to support security monitoring, troubleshooting, incident investigation, and audit requirements.

Logs are protected from unauthorized access and retained according to AidKit's security, operational, contractual, and legal requirements.

AidKit monitors material application and infrastructure indicators, which may include system availability, authentication activity, errors, latency, transaction activity, queue utilization, and other operational or security events used to identify potential incidents or service degradation.

13. Availability, Backup, and Business Continuity

AidKit maintains business continuity, backup, and disaster-recovery measures designed to support the availability and recoverability of the Services.

Applicable safeguards include:

- encrypted backups;
- geographically and logically resilient cloud infrastructure;

- system health and uptime monitoring;
- documented recovery procedures;
- defined escalation responsibilities; and
- controls designed to support restoration of material systems and data following a disruption.

AidKit tests or exercises its disaster-recovery and business-continuity procedures at least annually and following material infrastructure changes when appropriate. Testing may include backup restoration, recovery procedures, failover capabilities, escalation processes, and documentation and remediation of identified findings.

AidKit's availability, recovery-time, and recovery-point commitments, if any, are governed by the applicable Agreement or service-level terms.

14. Security Incident Response

AidKit maintains a documented Incident Response Plan addressing the identification, assessment, containment, investigation, remediation, documentation, and escalation of Security Incidents.

AidKit periodically tests or reviews its incident-response procedures.

If AidKit confirms a Security Incident, AidKit will notify Client in accordance with the notification period and requirements established in the Agreement, applicable Business Associate Agreement, and applicable law.

Incident notifications will include available information reasonably necessary for Client to understand the nature and scope of the incident, the data affected, corrective actions taken, and recommended mitigation steps. Information may be provided in phases as the investigation progresses.

15. Third-Party and Service Provider Risk Management

AidKit uses service providers to support limited operational functions such as cloud hosting, communications, identity verification, payment processing, security monitoring, and other components of the Services.

AidKit maintains a vendor-risk-management process proportionate to the nature of the services provided and the sensitivity of the data involved.

Service providers with access to Client Data are subject to appropriate confidentiality, privacy, security, and data-processing obligations. AidKit limits the Client Data disclosed to service providers to the information reasonably necessary for the applicable service.

AidKit remains responsible for managing its service providers in accordance with the Agreement and applicable law.

16. Data Retention, Return, and Secure Deletion

AidKit retains Client Data only for as long as reasonably necessary to provide the Services and meet applicable contractual, legal, audit, investigation, dispute-resolution, and program-integrity requirements.

Unless a different retention period is established in the Agreement, Statement of Work, applicable law, or authorized written Client instruction consistent with the Agreement, applicant PII will generally be securely deleted or de-identified no later than two years after completion of the applicable program.

At the conclusion of the Services, AidKit will return or make available Client Data as required by the Agreement and will securely delete remaining copies after completion of applicable data-return, reporting, reconciliation, and Client-approval processes.

AidKit may retain limited information where required by law, government audit requirements, litigation hold, investigation, dispute, or another binding legal or contractual obligation. Any retained Client Data will remain protected under this Framework and will not be used for unrelated purposes.

Secure deletion methods are selected based on the type of data and storage medium and are designed to prevent the information from being reasonably reconstructed.

17. Independent Assurance and Compliance Monitoring

SOC 2 Type II

AidKit undergoes an independent SOC 2 Type II examination covering applicable Trust Services Criteria, including Security, Availability, and Confidentiality.

The SOC 2 examination evaluates whether relevant controls are suitably designed and operated effectively during the applicable audit period.

HIPAA

Where AidKit processes PHI under a Business Associate Agreement, AidKit maintains safeguards mapped to the applicable requirements of the HIPAA Security and Privacy Rules.

Continuous Compliance Monitoring

AidKit uses automated compliance-monitoring tools, including Vanta, to monitor security controls, system configurations, device compliance, vulnerability findings, access requirements, and audit evidence.

Automated monitoring supplements, but does not replace, management review, periodic testing, risk assessment, or independent audit activities.

18. Review and Maintenance

AidKit reviews this Information Security Framework and its supporting policies at least annually and following material changes to its systems, services, risk environment, or applicable legal obligations.

AidKit may update its safeguards over time to reflect changes in technology, security threats, legal requirements, and industry practices, provided that such updates do not materially reduce the overall protection provided to Client Data.

EXHIBIT 5

Electronic Payables Program ("E-Payables")

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION
To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement
For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement
For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 6

Minority and Women Owned Business Enterprise Commitment

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

MEMORANDUM

Date: June 10, 2026 **(revised 6/24/2026)**

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2623-06100
Project Administrator For 2025 Resident Relief Project
Department of Emergency Management and Regional Security
Sole Source: Professional Services
Contractor: Aidkit, Inc.
Contract Value: $16,535,000.00
Contract Term: 8/1/2026 – 10/31/2027
Participation Goal: 0% MBE/WBE

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-referenced sole source contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Center of Business Enterprise Development to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

JC/vl

CC: Edmund Rendon (OCPO)
Damian Albert (Department of Emergency Management and Regional Security)

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of t
Conditions – Section 19.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

☐ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If s
Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its
Venture and a completed Joint Venture Affidavit.

☐ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will uti
directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of In

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

**NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include docume
achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be cons
achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts
Participation be considered.**

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? _____Yes _____ No
*Current Letter of Certification attached? ___Yes _____ No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____%

*Letter of Intent attached? Yes No

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: _____ Certifying Agency: _____

Contact Person: _____ Certification Expiration Date: _____

Address: _____ Ethnicity: _____

City/State: _____ Zip: _____ Bid/Proposal/Contract #: _____

Phone: _____ Fax: _____ FEIN #: _____

Email: _____

Participation: ☐ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Proj
more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional

_____

_____

_____

_____

Indicate the **Dollar Amount, Percentage**, and the **Terms of Payment** for the above-described Commodities/ S

_____

_____

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreen work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do als did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost

_____ _____

Signature (*M/WBE*) Signature (*Prime Bidder/Proposer*)

_____ _____

Print Name Print Name

_____ _____

Firm Name Firm Name

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: AidKit, Inc

Contract No./Title: 2623-06100

A. BIDDER/PROPOSER HEREBY REQUESTS:

X FULL MBE WAIVER	_____ PARTIAL MBE WAIVER
X FULL WBE WAIVER	_____ PARTIAL WBE WAIVER
X FULL DBE WAIVER	_____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a wa
Additionally, supporting documentation shall be submitted with this request.

_____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of pro
goods or services required by the contract.

_____ (2) The specifications and necessary requirements for performin
make it impossible or economically infeasible to divide the c
enable the contractor to utilize MBEs and/or WBEs in accord
applicable participation.

_____ (3) Price(s) quoted by potential MBEs and/or WBEs are above co
levels and increase cost of doing business and would make a
such MBE and/or WBE bid economically impracticable, takin
consideration the percentage of total contract price represe
MBE and/or WBE bid.

_____ (4) There are other relevant factors making it impossible or eco
infeasible to utilize MBE and/or WBE firms.

✓ (5) There are no contract specific or required MBE/WBE/DBE g

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as
Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook
County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating t
certification (MBE and/or WBE as defined by the Cook County Mu
and with whom from the contacted PCEs the Bidder/Propos
contacted, and/or communicated with in the County's Market Place
Timelines:

    a. When the Bidder/Proposer knew of the bid;
    b. When the Bidder/Proposer contacted the PCE(s);
    c. When the Bidder/Proposer formulated its bid and ut
    and
    d. When was the bid request due date.

2. The number of timely attempts to contact PCEs providing the type o
equipment, goods, and/or services required for the Procurement, in
not limited to;

    a. Dates of each contact attempt for each contacted PC
    b. Whom, if anyone, the Bidder/Proposer
    communicated and/or corresponded (including wr
    digital, electronic, and other feasible methods of com
    c. The number of unsuccessful attempts to com
    correspond with PCEs; and
    d. Attach copies of all solicitations to contacted PCEs.

3. How the Bidder/Proposer proposed to divide the procurement
requirements into small tasks and/or quantities into economically fe
to promote PCE participation.

4. Whether and to what degree the requesting party will endeavor
indirect participation.

5. Detailed explanation of use, if any, of the Center of Business En

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in th
Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, a
complete, to the best of my knowledge and capacity. I agree any finding of fals
and/or otherwise misleading information will automatically disqualify the r
waiver and County's Center of Business Enterprise Development reserves
pursue additional actions and/or remedies against the requesting Bidder/Propos

Billy Clark	CEO	June 16, 2026
Signature and Title of Bidder/Proposer	Title	Da

COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Cook County MBE/WBE Non-Construction Certification Reciprocal

Firm Name _____

Address _____ City_____

County_____ State _____ Zip _____

Phone (____)_____ Email _____

I _____, _____
(Authorized Representative) *(Print Title)*

of _____ do hereby affirm:
(Name of Firm)

1) _____ is a Minority and/or Women Business Ent
(Name of Firm)
certified by the City of Chicago as: [ ] Black- [ ] Hispanic- [ ] Asian- [ ] Woman-owned bu

2) With respect to _____, the personal net worth of the qua
(Name of Firm)
(51%) individual(s) does not exceed $2,767,082.23, excluding the individual's ownership
WBE firm and the equity of the owner's primary residence, and otherwise meets the rec
Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of th
Procurement Code, an individual's personal net worth includes only his or her own Share
jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of _____,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Busine
published by the U.S. Small Business Administration found in Title 13, Code of Federal Regu
(http://www.sba.gov/content/small-business-size-standards)

Upon penalty of perjury, I _____ affirm that, to the best of m
(Authorized Representative)
and belief, the information herein is true and accurate.

*Signature*_____ *Title*_____ *Date*_____

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	**Goals**	
	MBE	**WBE**
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is zero percent (0%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Contractor, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their Subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.

2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more that 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.

4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Contractor.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Contractor and Subcontractor obligations.

Any questions regarding this section should be directed to:
Contract Compliance Director
Cook County
161 N. Clark Street, Suite 2300
Chicago, Illinois 60602
(312) 603-5502

EXHIBIT 7

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2026

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:** 537550498 **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** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(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)

RE: Contract Co. 2623-06100 Certificate holder is additional insured where required by written contract. This insurance is primary & non-contributory in favor of the certificate holder.

CERTIFICATE HOLDER

The County of Cook, State of Illinois
161 N Clark Street, Suite 2300
Chicago IL 60601

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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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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EXHIBIT 8

Board Authorization

Board of Commissioners of Cook County

Master

118 North Clark Street
Chicago, IL

File Number: 26-1733

File ID:	26-1733	**Type:**	Contract	**Status:**	Approved
Version:	2	**Presenters :**		**Agency:**	Finance Committee
				File Created:	06/05/2026
File Name:	Project Administrator - Cook County 2025 Storms Resident Relief Project			**Final Action:**	07/16/2026

genda Item: **PROPOSED CONTRACT**

Department(s): Department of Emergency Management and Regional Security

Vendor: AidKit Inc., Denver, Colorado

Request: Authorization for the Chief Procurement Officer to enter into and execute

Good(s) or Service(s): Project Administrator ~~– Cook County 2025 Storms~~ For 2025 Resident Relief Project

Contract Value: ~~$16,311,000.00~~ $16,535,000.00

Contract period: ~~07/01/2026-09/30/2027~~ 08/01/2026-10/31/2027

Contract Utilization: The contract-specific goal set on this contract was zero.

Potential Fiscal Year Budget Impact: FY 2026 $15,000,000.00, FY 2027 ~~$1,311,000.00~~ $1,535,000.00

Accounts: 11292.1265.10155.580170.00000.00000

Contract Number(s): ~~TBD~~ 2623-06100

Summary: The Department of Emergency Management and Regional Security requests authorization for the Chief Procurement Officer to enter into and execute a ~~sole source~~ contract with AidKit, Inc., to serve as the Project Administrator for the Cook County 2025 Storm Resident Relief Project.

The program is designed to provide one-time financial assistance to residents who experienced verified damage from the severe storms and flooding that affected Cook County in July and August 2025. The County has allocated $15 million for direct resident assistance and administration costs for project administration.

The County's damage assessments documented more than 8,500 instances of storm-related damage across both events. Many residents, including low- and moderate-income households, seniors and individuals with disabilities, experienced

significant financial hardship. Because the County's request and appeal for a Presidential Major Disaster Declaration for Individual Assistance were denied, local relief is required to support recovery.

Eligible residents will be able to apply for a one-time $2,000 assistance payment. AidKit, Inc. has been identified to administer the project due to the Department's need for specialized capacity to manage application intake, eligibility verification, fraud prevention, applicant support, communications and payment distribution. AidKit will build and manage the application platform, provide multilingual applicant support, implement verification workflows and issue payments through secure methods.

This ~~procurement~~ is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

Notes:

Sponsors:

Attachments:

Contact:

Drafter: caitlin.mcelroy2@cookcountyil.gov

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Commissioners	06/11/2026	refer	Finance Committee			Pass
2	Finance Committee	07/14/2026	accept as amended				Pass
2	Finance Committee	07/14/2026	recommend for approval as amended				Pass
2	Board of Commissioners	07/16/2026	approve as amended in the errata				Pass

Text of Legislative File 26-1733

EXHIBIT 9

Identification of Subcontractor/Supplier/Subconsultant Form

Contract #: 2623-06100

OCPO ONLY:	
☐	Disqualification
X	Check Complete

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract**. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2623-06100	Date: June 16, 2026
Total Bid or Proposal Amount: $16,535,000.00	Contract Title: Project Admin. Disaster Response & Recovery Fu
Contractor: AidKit, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: Big Language Solutions
Authorized Contact for Contractor: Brittany Christenson	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Sthefani Rodriquez
Email Address (Contractor): brittany@aidkit.cloud	Email Address (Subcontractor): Sthefani.Rodriguez@biglanguage.com
Company Address (Contractor): 2000 S. Colorado Blvd. Bldg 1 - 2000 - #177	Company Address (Subcontractor): 3424 Peachtree Road NE, Suite 2060
City, State and Zip (Contractor): Denver, CO 80222	City, State and Zip (Subcontractor): Atlanta, GA 30326
Telephone and Fax (Contractor): 518-593-8753	Telephone and Fax (Subcontractor): (888) 266-2066)
Estimated Start and Completion Dates (Contractor): August 1, 2026 to January 31, 2028	Estimated Start and Completion Dates (Subcontractor): August 1, 2026 to January 31, 2028

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	**Total Price of Subcontract for Services or Supplies**
Third-party on-demand interpretation service enabled upon request.	$1.00–$1.20 per minute

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

AidKit, Inc
Contractor

Brittany Christenson
Name

CEO
Title

Brittany Christenson
Brittany Christenson (Jun 22, 2026 20:10:00 EDT)
Prime Contractor Signature

06/22/2026
Date

EXHIBIT 10

Economic Disclosure Statement

COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State**,** of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT**:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT**:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT*: The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);

2) Community Development Block Grants;

3) Cook County Works Department;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☑

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☑

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ☑ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

2623-06100

Declaration of Child Support Obligations

This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.

Applicable law provides that every applicant for a County Privilege shall be in full compliance with any child support order before such applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege and may revoke any County Privilege.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

- **County Privilege:** any business license, including but not limited to liquor dealer's licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan; and contracts exceeding the value of $10,000.

- **Substantial Owner:** any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

Section A: Applicant Information:

If Applicant is a business entity with no Substantial Owners, check Box D in Section B.
If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.

Business Name: AidKit, Inc

Last Name: _____ First Name: _____

Date of Birth: _____ Social Security Number (last four digits): ☐☐☐☐

Section B: Child Support Obligation Information:

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, "To the best of my knowledge": (click check box left of questions "A", "B", "C", or "D" as is appropriate)

☐ **A.** I do not have judicially or administratively ordered child support obligations.

☐ **B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.

☐ **C.** I am delinquent in paying judicially or administratively ordered child support obligations.

☑ **D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature: Katrina Van Gasse Date: June 17th 2026

For Internal Office Use Only:

Department Name: _____ Contact Name: _____

Date Received: _____ 2025 Contact Email: _____

Contract/Permit/Application Number: _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"*Applicant*" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or *"Legal Entity"* means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [✓] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name AidKit, Inc

D/B/A: _____ FEIN # Only: 85-3095114

Street Address: 2000 S. Colorado Blvd. Bldg 1 - 2000 - #177

City: Denver State: CO Zip Code: 80222

Phone No.: 518-593-8753 Fax Number: NA Email: contracts@aidkit.cloud

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [ ] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[✓] Other (describe) Public Benefit Corporation

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Brittany Christenson	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	8.15%
Katrina Van Gasse	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	13.86%
Mark Newhouse	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	13.86%
BluePrint Equity II, LLP	1025 Prospect St, Suite 300 La Jolla, CA 92037	18.48%
Andrew Marshall	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, CO 80222	13.86%
Benjamin Newhouse	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, CO 80222	13.86%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☑] No

If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
None			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Brittany Christenson	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	Chief Executive Officer	2023-Present
Katrina Van Gasse	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	President of the Board and Chief Impact Officer	2023-Present
Mark Newhouse	2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, Colorado 80222	Secretary of the Board and Chief Strategy Officer	2023-Present

Declaration (check the applicable box):

☑ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Katrina Van Gasse
Name of Authorized Applicant/Holder Representative (please print or type)

President
Title

Katrina Van Gasse
Signature

06/17/2026
Date

katrina@aidkit.cloud
E-mail address

602-329-2829
Phone Number

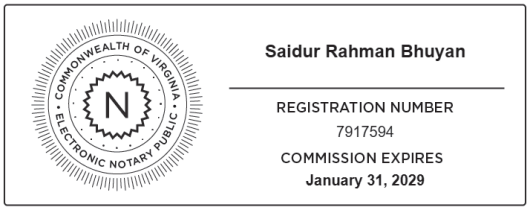
Virginia Prince William County

Subscribed to and sworn before me
this 17th day of June, 2026.

My commission expires: 01/31/2029

X Saidur Rahman Bhuyan
Notary Public Signature

Notary Seal



Notarized remotely online using communication technology via Proof.

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than $25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of $100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

☐ Parent	☐ Grandparent	☐ Stepfather
☐ Child	☐ Grandchild	☐ Stepmother
☐ Brother	☐ Father-in-law	☐ Stepson
☐ Sister	☐ Mother-in-law	☐ Stepdaughter
☐ Aunt	☐ Son-in-law	☐ Stepbrother
☐ Uncle	☐ Daughter-in-law	☐ Stepsister
☐ Niece	☐ Brother-in-law	☐ Half-brother
☐ Nephew	☐ Sister-in-law	☐ Half-sister

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: AidKit, Inc.

Address of Person Doing Business with the County: 2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, CO 80222

Phone number of Person Doing Business with the County: 518-593-8753

Email address of Person Doing Business with the County: contracts@aidkit.cloud

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Katrina Van Gasse, President of AidKit, Inc 2000 S. Colorado Blvd. BLDG 1 - 2000 - #177 Denver, CO 80222 katrina@aidkit.cloud

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2623-06100

The aggregate dollar value of the business you are doing or seeking to do with the County: $ 16,535,000.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County:

Ed Rendon, Procurement Manager, Office of Chief Procurement Officer , (312)-603-6824

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County:

Damian Albert, Associate Director of Finance, Dept. of Emergency Management & Regional Security, (312) 603-.8177

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

☐ The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

☐ The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows**:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Katrina Van Gasse (Jun 22, 2026 20:00:48 MDT)

Signature of Recipient

Jun 22, 2026

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"*Contract*" means any written document to make Procurements by or on behalf of Cook County.

"*Person*" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"*Procurement*" means obtaining supplies, equipment, goods, or services of any kind.

"*Substantial Owner*" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2623-06100

County Using Agency (requesting Procurement): Dept. of Emergency Management & Regional Security

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): AidKit, Inc

Substantial Owner Complete Name: None

FEIN# 85-3095114

Date of Birth: _____ E-mail address: contracts@aidkit.cloud

Street Address: 2000 S. Colorado Blvd. Bldg 1 - 2000 - #177

City: Denver State: CO Zip: 80222

Home Phone: (518) 593 - 8753

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No	*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* ***YES or NO***
No	*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* ***YES or NO***
No	*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* ***YES or NO***
No	*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**
No	*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* ***YES or NO***
No	*Any comparable state statute or regulation of any state, which governs the payment of wages* ***YES or NO***

If the Person/Substantial Owner answered **"Yes"** to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV.**

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered **"Yes"** to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Katrina Van Gasses Date: 06/17/2026

Name of Person signing (Print): Katrina Van Gasses Title: President

Virginia Prince William County

Subscribed and sworn to before me this 17th day of June, 20 26

X Saidur Rahman Bhuyan

Notary Public Signature **Notary Seal**

Note: The above information is subject to verification prior to the award of the Contract.

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC ·

Saidur Rahman Bhuyan

REGISTRATION NUMBER
7917594
COMMISSION EXPIRES
January 31, 2029

Notarized remotely online using communication technology via Proof.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

AidKit, Inc — Corporation's Name

Katrina Van Gasse — President's Printed Name and Signature

518-593-8753 — Telephone

katrina@aidkit.cloud — Email

Mark Newhouse — Secretary Signature

06/17/2026 — Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this 17th day of June, 2026. Mark Newhouse Type of Identification: DRIVER LICENSE

My commission expires: 02/11/2029

Florida Bay County

SETH RIGGS
Notary Public - State of Florida
Commission # HH639513
Expires on February 11, 2029

Notary Public Signature

Notary Seal

Notarized remotely online using communication technology via Proof.

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

AidKit, Inc

Corporation's Name

Katrina Van Gasse Katrina Van Gasse

President's Printed Name and Signature

518-593-8753

Telephone

katrina@aidkit.cloud

Email

Secretary Signature

08/4/2026

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

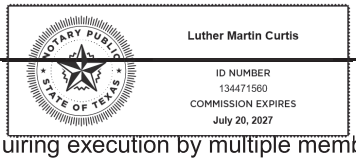
4th day of August, 2026

My commission expires: 07/20/2027

Luther Martin Curtis

Notary Public Signature

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

Electronically signed and notarized online using the Proof platform.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi Sarrafian Digitally signed by Raffi Sarrafian Date: 2026.08.24 10:48:15 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Brian Tracy

Assistant State's Attorney
(Required on contracts over $1,000,000

8/4/2026

Date

CONTRACT TERM & AMOUNT

2623-06100

Contract #

August 1, 2026 through October 31, 2027

Original Contract Term

Renewal Options (If Applicable)

$16,535,000.00

Contract Amount

July 16, 2026

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF

COOK COUNTY COMMISSIONERS

JULY 16 2026

COM _____