

ATTACHMENT II

SUBCONTRACTOR AGREEMENT

**211 ILLINOIS
TO 211 DuPage**

This Subcontractor Agreement, between **211 Illinois** (from now on referred to as "211 Illinois"), an Illinois not-for-profit corporation with offices located at 330 South Greenleaf Street, Gurnee, IL 60031, and 211 DuPage (from now on referred to as "Subcontractor") with its principal place of business located at 421 N. County Farm Road, Wheaton, IL 60187.

WHEREAS, in furtherance of its charitable purposes to add value to the community by providing 24-hour-a-day access to 211 services to residents of Illinois in support of operating a 211 contact center and marketing the 211 service (the "Subcontractor Purposes"). 211 Illinois, at this moment, awards the Subcontractor the amount of \$102,600.00 (the "Subcontractor").

NOW, THEREFORE, in consideration of the preceding and mutual promises, covenants, and agreement herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is at this moment acknowledged, the parties hereto agree as follows:

1. Purpose of Subcontractor

The purpose for which this Subcontractor is awarded is described above. The specific requirements to be fulfilled by the Subcontractor are described in Attachment A (the "Project"). Attachment B details the reporting requirements. All Attachments specifically referenced in this Agreement are incorporated into and made a part of the provisions herein.

2. Term

- A. The term of the Agreement shall begin on January 1, 2023, and end on June 30, 2024 (the "Expiration Date") unless terminated at an earlier date under the provisions of Section 7. Subcontractors shall complete the requirements in accordance with the provisions of Section 1 above in consultation with the 211 Illinois Executive Director and the appropriate authorized Subcontractor representative.
- B. The terms and conditions of this Agreement shall survive the completion of all requirements to be provided under this Agreement.
- C. Upon the termination of this Agreement for any reason, any funds remaining which have been awarded to the Subcontractor and not expended for Subcontractor purposes shall be returned to 211 Illinois within thirty (30) days.
- D. Any Subcontractor funds and any income earned on those funds that are not spent or committed for the Subcontractor Purposes by the Expiration Date must be returned to 211 Illinois. Where additional time is needed, the Subcontractor must notify 211 Illinois in writing at least thirty (30) days before the Expiration Date and receive approval for an official extension.

3. Subcontractor Amount and Disbursement

Subject to the terms of this Agreement, 211 Illinois shall pay the Subcontractor for its fulfillment of the Project in two (2) equal installments. The first installment will be within thirty (30) days after the execution of this Agreement by both parties. The second installment will be within thirty (30) days of receipt of all final receipts by June 30, 2024.

4. Reports

The Subcontractor shall provide periodic reports to 211 Illinois in accordance with the provisions of Attachment B.

5. Amendments

The terms of this Agreement may be amended upon the express written agreement of both 211 Illinois and the Subcontractor.

6. Publicity

The Subcontractor shall provide copies of all publicity to 211 Illinois. At its discretion, 211 Illinois may require advance notice of any or all future publicity where 211 Illinois of the 211 Statewide Network is mentioned.

7. Early Termination

211 Illinois may terminate this Agreement by written notice to the Subcontractor if (a) the Subcontractor fails to perform or defaults in any manner in the performance of this Agreement in strict accordance with its terms or (b) fails to cure any breach after receiving a "Show Cause Notice" identifying the failure and the Subcontractor does not cure the failure or nonperformance within thirty (30) days. The Subcontractor may terminate this Agreement by written notice to 211 Illinois if payment is not provided within ninety (90) days of the deadlines in Paragraph 3 of this Agreement.

8. Indemnity and Hold Harmless

In accepting this Agreement and to the extent permitted by law, the Subcontractor will use a standard of care and skill ordinarily exercised under similar circumstances.

9. Assignment

Under this Agreement, the fulfillment of any Project requirements shall not be assigned to a third party by the Subcontractor without the prior written consent and approval from 211 Illinois. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

10. Confidentiality

For the purposes of this Section, "Information" means all information received from the consumer by the Subcontractor relating to the Project, other than any such information that is available to the Subcontractor on a non-confidential basis prior to disclosure provided that, in the case of information received after the date hereof, such information is clearly identified at the time of delivery as "confidential." Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its confidential information. Neither party shall voluntarily sell, transfer, publish, disclose, display, or otherwise make available to any third person such confidential information or any portion thereof without the express written consent of the other party.

Notwithstanding the above, 211 Illinois and the Subcontractor acknowledge and agree to maintain the confidentiality of the Information except that Information may be disclosed: (a) to its directors, officers, employees, and agents, including accountants, legal counsel, and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such information confidential); (b) to the extent requested by any regulatory authority; (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder; (e) with the consent of the consumer; or (f) to the extent such Information becomes publicly available other than as a result of a breach.

Nothing in this paragraph shall be construed as forbidding the recipient of the Information from disclosing the Information in the manner(s) and timeframe(s) provided by any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or similar method.

11. Audit

Upon reasonable notice and at all times hereafter, 211 Illinois shall have the right to audit or to have audited and to copy the books and records of the Subcontractor which in any way relate to this Agreement. When requested by 211 Illinois, the Subcontractor shall provide 211 Illinois auditors with access to all property and records and the cooperation of the Subcontractor and its personnel, if any, necessary to effectuate the audit or audits hereunder. 211 Illinois' auditors shall have the right to copy any or all documentation relating to the performance under this Agreement. The Subcontractor shall retain all records for not less than three (3) years after the termination of this Agreement. The Subcontractor shall include identical audit provisions in its agreements with approved third-party subcontractors. Upon request by 211 Illinois, all subcontractors shall secure equivalent rights and information from any or all work under this Agreement.

12. Force Majeure

In the event the Subcontractor is prevented from continuing or completing the terms of this Agreement because of an act of God or public enemy, strike, lockout, boycott, picketing, riots, insurrection, or any governmental order, rule, or regulation, or any ordinance, notwithstanding anything herein, the Subcontractor shall notify 211 Illinois as soon as reasonably possible of its inability to perform deliverables under the terms of this Agreement and shall, with the approval of 211 Illinois, attempt to secure alternative means for the completion of the Subcontractor purposes.

13. Conflict of Interest

The Subcontractor certifies they are not involved in any activity that would constitute a conflict of interest or suggest the appearance of a conflict of interest with 211 Illinois except as has been previously disclosed to 211 Illinois. Any future situations that might involve or appear to involve a conflict of interest will be immediately disclosed by the Subcontractor to 211 Illinois. Failure of the Subcontractor to disclose a conflict of interest may be grounds for immediate termination of this Agreement under Section 7.

14. Notices

All notices given or required hereunder shall be deemed sufficient if sent by United States first-class mail, postage prepaid, to the addresses of the Subcontractor and 211 Illinois listed above or to the email addresses of the Subcontractor and 211 Illinois as specified in Section 15.

15. 211 Illinois Contact

The 211 Illinois contact for this Agreement is the 211 Illinois Executive Director. They can be contacted at the telephone number 727-641-9496 or email executivedirector@211illinois.org. An appropriate authorized and designated 211 Illinois representative may be placed in charge of any aspect associated with this Agreement with written notification by 211 Illinois. The Subcontractor shall report directly to the 211 Illinois Executive Director and shall submit all reports to the same. The 211 Illinois Executive Director is the principal responsible for working with the Subcontractor to complete the terms of this Agreement and for the overall monitoring of this Subcontractor.

16. Intellectual Property

Any materials provided by 211 Illinois or jointly created by 211 Statewide Network are 211 Illinois' intellectual property. All pre-existing materials created by the Subcontractor shall remain the intellectual property of the Subcontractor.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any conflict of laws provisions thereof. The 18th Judicial Circuit Court located in DuPage County shall have the sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

18. Insurance

The Subcontractor shall be self-insured for at least \$1,000,000 in coverage. Upon request, the Subcontractor shall provide a certificate of insurance showing general liability coverage and limits.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Subcontractor Agreement as of the date(s) written below.

By: 211 Illinois

Name: Edward Perry

Title: Executive Director

Date: 01/08/2024

Signature on File

By: 

Name: MARY A. KEATING

Title: DIRECTOR OF COMMUNITY SERVICES

Date: 1/8/24

Attachments: (A) Specific Subcontractor Requirements
(B) Reporting Requirements

Attachment A

SPECIFIC SUBCONTRACTOR REQUIREMENTS

Utilize funding under this Agreement to support the Subcontractor's efforts to provide 24-hour-a-day 211 services to residents of Illinois in support of operating a 211 contact center and marketing the 211 service.

Continued distribution of funds is contingent upon completing the following:

- Ensure 24/7 access to 211 information and referral services with appropriate documentation using the 211 dialing code and other multichannel communication.
- Report to 211 Illinois immediate changes to the Subcontractor's capacity and operations.
- Maintains a regional health and human services resource database updated annually.
- Participate in 211 Counts, the National 211 National Database Platform, and 211 Illinois Data projects.
- Partner with 211 Illinois to develop and grow the 211 Illinois Statewide Network.
- Seek, maintain, and adhere to Inform USA accreditation, certification, and training requirements.
- Agree to collect, at a minimum, the following data elements:
 - Contact ID
 - Call Date
 - Contact Type
 - Caller Type
 - Zip code
 - City
 - County
 - State
 - How did you hear about 211?
 - Age
 - Gender
 - Language Spoken
 - US Veteran/Active Military
 - Need
 - Need Outcome
 - Need Unmet Reason
 - Referral Provider Name
- Maintain relationships with 211 Illinois and local partner agencies and funders.
- Actively participate in public policy and legislative advocacy efforts for the 211 Illinois Statewide Network.

Prohibited Use of Subcontractor Funds

The Subcontractor agrees not to use any funds or any income derived from this Agreement:

- To conduct lobbying activities or otherwise participate in, intervene, or influence any election, political campaign, law-making, or legislative activity
- To benefit any particular public official in violation of any law, statute, or ordinance that otherwise limits gifts to public officials
- To make any loans, advances, or other extensions of credit to any executives, officers, or directors (or any relatives of any of the preceding) of the Subcontractor.
- To provide resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. Government.

Attachment B

REPORTING REQUIREMENTS

211 Contact Center Report

At the end of each quarter, the Subcontractor shall submit a 211 Contact Center Report to 211 Illinois. Reports are due by email no later than ten (10) days after the close of the quarter. This contract begins on January 1, 2023, and ends on June 30, 2024. The reporting dates are as follows:

- January 10, 2023
- April 10, 2023
- July 10, 2023
- October 10, 2023
- January 10, 2024
- April 10, 2024
- July 10, 2024

Financial Reimbursement Reporting

The Subcontractor shall provide two financial reports to the 211 Illinois contact noted in Section 15 no later than March 31, 2023, and again by June 30, 2024.

1. Summary of how the Subcontractor funds were used.
2. A financial report detailing the expenditure of Subcontractor funds.
3. Receipts of items purchased under this Agreement.