

ATTACHMENT II

SUBCONTRACTOR AGREEMENT

2-1-1 Illinois NFP to 2-1-1 DuPage

This Subcontractor Agreement ("Agreement"), between 2-1-1 Illinois NFP ("2-1-1 Illinois"), an Illinois not-for-profit corporation with offices located at 330 South Greenleaf Street, Gurnee, IL 60031, and 2-1-1 DuPage (from now on referred to as "Subcontractor") with its principal place of business located at 421 N. County Farm Road, Wheaton, IL 60187, each a "Party" and together the "Parties" is made effective as of July 1, 2024 ("Effective Date").

1 RECITALS

WHEREAS, Pursuant to the State of Illinois General Assembly Public Act 096-0599, Effective 2010-01-01, ("2-1-1 Service Act"), 2-1-1 Illinois has been designated the Lead Entity for administration of the 2-1-1 number and oversight of 2-1-1 services in Illinois. Under the 2-1-1- Service Act, 2-1-1 Illinois coordinates, funds, and guides the 2-1-1 Illinois Statewide Network toward achieving high-quality service delivery, investing, training and educating, supporting and driving I&R and Contact Center best practices, and investing in the core services of 2-1-1 across Illinois, to facilitate service alignment, standardization, and continuity of 2-1-1 services statewide.

WHEREAS, 2-1-1 Illinois works collaboratively statewide with the United Way, Health Department, and Government partners to advocate, market, promote, and outreach to the local community around 2-1-1 services. 2-1-1 Illinois also provides technical assistance and guidance to 2-1-1 contact centers as well as local, state, and federal partners to educate them about the impact of the 2-1-1 Illinois Statewide Network on Illinois residents.

WHEREAS, Subcontractor has experience in providing marketing, outreach, and promotional services related to community information and referral programs and is qualified to assist 2-1-1 Illinois in enhancing the reach and effectiveness of its 2-1-1 services. 2-1-1 Illinois is interested in contracting with Subcontractor, and Subcontractor is willing to serve as a subcontractor under this Agreement;

WHEREAS, in furtherance of 2-1-1 Illinois's charitable purposes to add value to the community by supporting costs related to 2-1-1 services, marketing, and promotion. The Parties desire to enter into this Agreement to set forth the terms and conditions under which Subcontractor will provide such services to 2-1-1 Illinois;

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:

2 SERVICES AND COMPENSATION

In exchange for Subcontractor's provision of the services set forth in Attachment A, Sections 1 and 2 (the "Services") during the Term of this Agreement, 2-1-1 Illinois agrees to pay Subcontractor the Total Compensation as set forth in Attachment A, Section 4.

3 TERM AND TERMINATION REQUIREMENTS

3.1 Term

The term of the Agreement shall begin on the Effective Date and end on June 30, 2025 (the "Expiration Date") ("Term") unless terminated at an earlier date under the provisions of Section 3.2. By written agreement, the Parties may agree to extend the Term for agreed-upon period of time.

3.2 Early Termination

3.2.1 By 2-1-1 Illinois

2-1-1 Illinois may terminate this Agreement prior to the Expiration Date by written notice to the Subcontractor if the Subcontractor:

- is in breach of any representation, warranty, covenant, or promise under this Agreement;
- or fails to perform or defaults in any manner in the performance of this Agreement in strict accordance with its terms;

where each of the foregoing is a "Breach," and Subcontractor fails to cure such Breach after receiving a "Show Cause Notice" identifying the defect and the Subcontractor does not cure the defect within thirty (30) days.

3.2.2 By Subcontractor

The Subcontractor may terminate this Agreement prior to the Expiration Date by written notice to 2-1-1 Illinois if payment is not provided within ninety (90) days of the deadlines in Section 3 of this Agreement.

3.3 Return of Funds Upon Termination or Expiration

Upon the Expiration Date, or any early termination of this Agreement, whichever occurs sooner, Subcontractor shall return any of the Total Compensation, and any income earned thereon, not yet expended by Subcontractor in delivery of the Services to 2-1-1 Illinois within thirty (30) days.

4 SUBCONTRACTOR REQUIREMENTS

4.1 Independent Contractor

In performing the Services and functions provided for under this Agreement, the Parties agree that Subcontractor shall at all times be acting in the capacity of an independent contractor of 2-1-1 Illinois and nothing contained herein or arising outside of this Agreement shall be construed in any other way, including but not limited to as a partnership, joint venture, agency, master/servant, or employment relationship. Neither Subcontractor nor any of its employees, officers, or directors will be deemed to be an employee, agent, or partner of 2-1-1 Illinois or the State of Illinois for any purpose. Except as necessary for the furnishing of Subcontractor's Services hereunder, the Parties expressly agree and acknowledge that Subcontractor shall not hold itself out as being an agent of 2-1-1 Illinois or the State of Illinois. Subcontractor shall have no authority to bind 2-1-1 Illinois or the State of Illinois to any agreement or obligation, whether express, implied, or apparent.

4.2 No 2-1-1 Illinois / State Compensation or Benefits

Subcontractor agrees and acknowledges that Subcontractor shall not be entitled to any of the rights and privileges established for 2-1-1 Illinois's or the State of Illinois's employees, including but not

limited to retirement benefits, medical insurance coverage, life insurance coverage, disability insurance coverage, severance pay benefits, paid vacation and sick pay, overtime pay, or any other benefit that 2-1-1 Illinois or the State of Illinois may offer to full or part-time employees. Subcontractor hereby waives all rights to participate in such plans or programs. Subcontractor further agrees that Subcontractor shall not be entitled to the payment of any amounts in lieu of participation in such plans or programs.

4.3 2-1-1 Illinois Right to Inspect

In the performance of the Services required under this agreement, Subcontractor shall have authority and responsibility to control and direct the performance and details of the work and Services required under the agreement. However, both 2-1-1 Illinois and the State of Illinois shall have a general right to inspect work in progress to determine whether in 2-1-1 Illinois and the state's opinion, the Services are being performed by Subcontractor in compliance with the Agreement.

5 REPRESENTATIONS AND WARRANTIES

5.1 Compliance

5.1.1 Applicable law

Subcontractor represents and warrants that that it has and will comply with:

- all applicable federal, state, and local laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Employee Retirement Income Security Act (ERISA), the Illinois Human Rights Act, the Illinois Wage Payment and Collection Act, the Illinois Equal Pay Act, the Illinois Whistleblower Act, the Illinois WARN Act, and any other applicable employment laws;
- the Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all relevant rules, including withholding and timely deposit of employee and unemployment insurance taxes;
- Federal Funding Accountability and Transparency Act of 2006 (FFATA) for federal awards of \$30,000 or more, ensuring timely reporting as required;
- the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as well as the applicable Illinois administrative code provisions.

5.1.2 Registrations

Subcontractor represents and warrants that that it is registered and in good standing with the federal SAM, holds a valid DUNS Number and UEI (if applicable), is in good standing with the Illinois Secretary of State (if required), and has completed the necessary registration and prequalification through the Grantee Portal. The Subcontractor will maintain compliant with all these requirements and promptly notify the Grantor of any changes in status or certifications.

5.2 Licensing

Subcontractor represents and warrants that it holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Services under this Agreement.

5.3 Performance

The Subcontractor represents and warrants that it has the requisite skill, experience, and qualifications to provide the Services outlined in this agreement and that it will perform such Services in a professional and workmanlike manner in accordance with industry standards and applicable laws. The Subcontractor further agrees that all Services provided will conform to the specifications and quality levels customary in the industry for similar Services and that it will dedicate sufficient resources to fulfill its obligations under this agreement.

5.4 Tax Clearance

Subcontractor represents and warrants that it has submitted to the State of Illinois a tax clearance certificate from the director of taxation state of Illinois and the Internal Revenue Service showing that all delinquent taxes if any levied or accrued under state law have been paid. The Subcontractor shall pay all current and applicable city, county, state, and federal taxes due on the performance of the contract, including those required by the Federal Insurance Contribution Act (26 USC 3101 et seq.), the Federal Unemployment Tax Act (26 USC 3301 et seq.) and the State Unemployment Insurance Act (820 ILCS 405), together with all royalties due for any proprietary items.

5.5 Conflict of Interest

The Subcontractor represents and warrants they are not involved in any activity that would constitute a conflict of interest or suggest the appearance of a conflict of interest with 2-1-1 Illinois except as has been previously disclosed to 2-1-1 Illinois. Any future situations that might involve or appear to involve a conflict of interest will be immediately disclosed by the Subcontractor to 2-1-1 Illinois.

5.6 No Discrimination

Subcontractor represents and warrants that Subcontractor shall provide the Services to all eligible individuals without regard to age, ancestry, disability, race, color, citizenship, creed, military status, national origin, political or religious affiliation, sex, familial or marital status, sexual orientation including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law.

6 INTELLECTUAL PROPERTY

6.1 Ownership of Prior Works

Each party shall retain all rights, title, and interest in and to its intellectual property owned or developed prior to the Effective Date of this Agreement (collectively, "Prior Works"). Nothing in this Agreement shall be construed to transfer, assign, or grant any rights or licenses in any Prior Works from one party to the other unless expressly stated herein.

6.2 2-1-1 IP

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name or other proprietary property that has been developed by 2-1-1 Illinois or that will be developed under this Agreement by 2-1-1 Illinois (collectively, ("2-1-1 Illinois Intellectual Property"), together with any derivative works of 2-1-1 Illinois Intellectual Property will be owned by 2-1-1 Illinois and all right, title, and interest will vest exclusively in 2-1-1 Illinois. 2-1-1 Illinois shall have complete ownership of all material, both finished

and unfinished that is developed, prepared, assembled, or conceived by Subcontractor pursuant to this agreement, and all such materials shall be considered “works made for hire.” All such material shall be delivered to 2-1-1 Illinois upon expiration or termination of this Agreement.

6.3 Limited License

Notwithstanding the foregoing, 2-1-1 Illinois hereby grants to the Subcontractor a non-exclusive, non-transferable, non-assignable, royalty-free license, in the State of Illinois, for the Term to use its 2-1-1 Illinois Intellectual Property solely as necessary to provide the Services under this Agreement. This license shall automatically terminate upon the expiration or termination of this Agreement.

6.4 License of the “2-1-1” Trademark

Pursuant to a principal licensing agreement (“Principal Agreement”) between United Way and 2-1-1 Illinois, 2-1-1 Illinois is permitted to administer the use of the “2-1-1” word and design marks (collectively the “2-1-1 Trademarks”) in the State of Illinois and grant sublicenses in furtherance of 2-1-1 Illinois’s charitable purposes. Under the Principal Agreement, 2-1-1 Illinois is authorized to grant a limited, non-exclusive, non-transferable, revocable sublicense to Subcontractor to use the 2-1-1 Trademarks solely for the purpose of fulfilling obligations under this Agreement. The Subcontractor’s use of the 2-1-1 Trademarks shall be under the direction and control of 2-1-1 Illinois and in accordance with any trademark usage guidelines provided by the United Way.

The Subcontractor shall not further sublicense, assign, or transfer any rights to use the 2-1-1 Trademarks to any third party. Subcontractor shall ensure that the Subcontractor’s use of the 2-1-1 Trademarks complies with all applicable laws, 2-1-1 instructions concerning use of the 2-1-1 Trademarks and does not infringe upon or dilute the rights of the United Way. This sublicense shall automatically terminate upon the expiration or termination of this Agreement or the Principal Agreement, whichever occurs first.

7 CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1 Proprietary Information

7.1.1 Definition

“Proprietary Information” means and includes any data (including client or candidate data), information, design, process, procedure, formula, improvement, including methods, strategies, donor lists, accounting, budgets, financials, Confidential Information as defined herein, and other business and operations information reasonably understood as confidential and proprietary to the disclosing Party or any combination or delivery of such materials that is commercially valuable to the respective Parties and not generally known in the industry.

7.1.2 Use and Limitations on Disclosure

Subcontractor agrees and acknowledges that it shall not disclose, transfer, use, copy, or allow access to any 2-1-1 Illinois Proprietary Information to any employees or to any third parties, except for those who (1) must obtain knowledge of such Proprietary Information in order to accomplish the requirements of this Agreement and (2) are bound by obligations of confidentiality and limitation of use set forth in Section 7.2. In no event shall Subcontractor disclose Proprietary Information to any competitors of 2-1-1 Illinois.

7.2 Confidential Information

7.2.1 Definition

“Confidential Information” means any data or information relating to the business of either Party or client information which would reasonably be considered to be confidential to such Party, including, but not limited to, accounting records, client medical records, information subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), business processes which are not generally known in the industry, and where the release of that Confidential Information could reasonably be expected to cause harm to such Party. Confidential Information includes all written and oral information and material disclosed or provided by a Party or by a client to a Party under this Agreement, regardless of whether it was provided before or after the date of this Agreement or how it was provided to a Party.

7.2.2 Use and Limitations on Disclosure

Subcontractor agrees and acknowledges that it is obligated to protect the confidentiality of all Confidential Information as related to this Agreement from unauthorized disclosure to any and all parties not expressly identified in this Agreement. Subcontractor attests that its employees understand their responsibilities to uphold and protect client confidentiality and will comply with the standards for protecting such information in accordance with the terms of this Agreement and all international, federal, state privacy laws, regulations, and directives applicable to the specific categories of information to which Subcontractor has access. Subcontractor shall not disclose, furnish, copy, sell, reproduce, distribute, or release any Confidential Information pursuant to this Agreement without the express written authorization of 2-1-1 Illinois.

7.3 Public Records

Subcontractor acknowledges that this Agreement and/or other documents may constitute a public record(s) under state law. To the extent consistent with state and federal law, each party will maintain the confidentiality of all confidential information. If a request is made to view any information, the Subcontractor will immediately notify 2-1-1 Illinois of the request and assist 2-1-1 Illinois and the State of Illinois in resolving the matter.

7.4 Publicity

Subcontractor shall provide copies of all publicity to 2-1-1 Illinois. At its discretion, 2-1-1 Illinois may require advance notice of any or all future publicity where 2-1-1 Illinois of the 2-1-1 Statewide Network is mentioned.

8 LIABILITY AND INDEMNIFICATION

8.1 Indemnification

Subcontractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless 2-1-1 Illinois, its officers, directors, employees, agents, and consultants from and against all damages, liabilities, and costs (including reasonable attorney’s fees, defense costs, and costs of claim processing, investigation, and litigation, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) arising out of or relating to: (1) the negligence or intentional misconduct of Subcontractor, its officers, directors, employees, agents, and consultants; (2) any Breach by Subcontractor under this Agreement; (3) failure to comply with all applicable federal, state, and local laws. This indemnity shall survive the termination of this Agreement. 2-1-1 Illinois agrees to give Subcontractor prompt notice of any such claim, demand, or

action subject to 2-1-1 Illinois's right to indemnity, and Subcontractor agrees to cooperate fully and completely in the defense and settlement thereof.

8.2 Insurance

8.2.1 Worker's Compensation, General Liability

During the term of this Agreement or any extension of the Agreement, Subcontractor shall procure and maintain, at its own cost: (1) a workers' compensation/employer liability insurance policy covering the Services performed under this Agreement, and (2) a comprehensive all risk general liability insurance policy of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The policies shall name 2-1-1 Illinois and the State of Illinois, its officers and employees as additional insureds and shall include waiver of subrogation without an endorsement against 2-1-1 Illinois and the State of Illinois (all lines) and primary, non-contributory, and additional insured endorsements. Subcontractor shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The policies shall be procured from an insurance company with a rating of "A" or better. Subcontractor shall deliver to 2-1-1 Illinois one or more certificate(s) of insurance evidencing the foregoing coverage. Subcontractor shall maintain in effect this liability insurance until 2-1-1 Illinois certifies that the work under this agreement has been completed satisfactorily.

8.2.2 Cyber Insurance

Subcontractor shall be required to obtain and maintain Privacy and Network Security ("Cyber Insurance") with a minimum limits of \$100,000 each claim and \$500,000 in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Subcontractor's care, custody or control, or for which Subcontractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Subcontractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of Personal Information. Such coverage shall name 2-1-1 Illinois and the State of Illinois as an additional insured.

9 AUTHORIZED REPRESENTATIVES AND NOTICES

9.1 Authorized Representatives

Subcontractor shall provide the Services in consultation with the 2-1-1 Illinois Executive Director or other 2-1-1 Illinois authorized representatives and through Subcontractor's authorized representative as set forth in Section 9.2.2. An "Authorized Representative" means any individual designated in writing by a party to act on its behalf in connection with the performance of the Services or the administration of this Agreement.

9.2 Notices

Any notice required or permitted under this Agreement shall be in writing and sent to the addresses or email addresses provided below, or to any updated address or email designated in writing by either Party. Notices shall be sent by personal delivery, certified mail (return receipt requested, postage prepaid), or email. Notices will be deemed received: (1) on the date of delivery if hand delivered, (2) three days after mailing if sent by certified mail, or (3) on the date of transmission if sent by email listed below, provided no bounce-back or delivery failure is received.

9.2.1 2-1-1 Illinois

2-1-1 Illinois contact information for this Agreement is as follows.

Name: Edward Perry, 2-1-1 Illinois Executive Director

Address:

211 Illinois

330 S Greenleaf St

St. Gurnee, IL 60031

Phone: 727-641-9496

Email: executivedirector@211illinois.org

9.2.2 Subcontractor Contact

Subcontractor's contact information for this Agreement is as follows.

Name: Gina Strafford

Company: 2-1-1 DuPage

Address:

421 N. County Farm Road

Wheaton, IL 60187

Phone: 630-407-6444

Email: gina.strafford@dupagecounty.gov

10 GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous representations, proposals, discussions, communications, agreements, or understandings between the parties, whether written or oral. The parties are not relying on any statement or representation of the other party that is not expressly set forth in this Agreement. No provision of this Agreement may be modified, except by a written instrument signed by both parties.

10.2 No Waiver

One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by the non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach constitute a waiver thereof.

10.3 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, pandemic, strike, lockout, boycott, picketing, riots, insurrection, or any governmental order, rule, or regulation, or any ordinance, notwithstanding

anything herein, the Subcontractor shall notify 2-1-1 Illinois as soon as reasonably possible of its inability to perform deliverables under the terms of this Agreement and shall, with the approval of 2-1-1 Illinois, attempt to secure alternative means for the completion of the Subcontractor purposes.

10.4 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. The parties hereby authorize an arbitration panel to reform any unenforceable provision of this Agreement to the least extent necessary to restore such provision's validity and enforceability. Such reformation shall, as much as possible, reflect the intentions of the parties in forming and entering into this Agreement.

10.5 Assignment

This Agreement is not assignable without the prior written consent and approval from 2-1-1 Illinois.

10.6 Notice of Litigation

Subcontractor shall promptly notify 2-1-1 in the event Subcontractor becomes aware of any actual litigation in which it is a party in a case related to, arising under, or otherwise involving this Agreement.

10.7 Choice of Law

This Agreement is made and shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any conflict of law principles. The parties agree that any litigation arising out of or related to this Agreement, including actions to enter or enforce an arbitration award, shall be brought exclusively in the state or federal courts located in Cook County, Illinois. Both parties hereby consent to the exclusive jurisdiction and venue of such courts.

10.8 Federal Laws

The Parties agree that they will each comply with applicable requirements of all Federal laws, executive orders, regulations, and policies.

10.9 Construction

Unless the context otherwise requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, the singular shall include the plural, and the plural shall include the singular. All references to sections refer to sections of this Agreement unless specific reference is made to such sections of another document or instrument. Section titles or headings are for convenience only and neither limit nor amplify the provisions of the Agreement itself. Unless the context of this Agreement clearly requires otherwise, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation," and the words "hereof," "herein," and "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. All references to "\$" shall be deemed references to United States dollars. All references to days or months shall be deemed references to calendar days or months unless otherwise specified. References to laws, contracts, agreements, or instruments are references to such laws, contracts, agreements, and instruments as they may be amended or supplemented from time to time. References to laws include references to any succeeding law and to the implementing rules or regulations promulgated pursuant thereto or to such succeeding law. This Agreement shall be read and interpreted according to its plain meaning,

and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the drafterperson thereof shall not apply to any provision of this Agreement.

10.10 Survival and Binding Effect

All representations, warranties, covenants, and agreements contained herein shall survive the execution and delivery of this Agreement, and this Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. The obligations contained in Sections 6.1, 7, and **Error! Reference source not found.**, hereof shall survive the termination of this Agreement and shall be fully enforceable thereafter in accordance with their respective terms.

10.11 Amendments

The terms of this Agreement may be amended by written agreement of the Parties.

10.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, and all of which shall constitute but one and the same instrument. A facsimile or PDF copy of this executed Agreement shall constitute an original and shall have the same binding effect as any original signatures.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the later date reflected below the Parties’ signatures herein.

2-1-1 Illinois NFP

2-1-1 DuPage

Signature

Signature

Printed Name

Printed Name

Title/Position

Title/Position

Email Address

Email Address

Date

Date

ATTACHMENT A

1 SPECIFIC SUBCONTRACTOR REQUIREMENTS ("SERVICES")

Utilize funding under this Agreement to support the Subcontractor's efforts to provide costs related to 2-1-1 services, marketing, or promotion.

Continued distribution of funds is contingent upon completing the following deliverables:

- a) Market and promote 2-1-1 services in Subcontractor's defined local service area. Market and promote your 2-1-1 Contact Center's health and human services resource database and 2-1-1 Counts dashboard (<https://2-1-1counts.org>).
- b) Ensure all 2-1-1 marketing and promotional material adhere to the 2-1-1 National Logo guidelines found on the National 2-1-1 Toolkit.
- c) Register for the National 2-1-1 Toolkit at <https://2-1-1toolkit.unitedway.org>.
- d) Utilize the 2-1-1 dedicated messaging, promotional assets, and predesigned collateral in the 2-1-1 Toolkit to message your local 2-1-1 services.
- e) Coordinate 2-1-1 marketing and promotion with 2-1-1 Illinois and Subcontractor's local 2-1-1 Contact Center to ensure appropriate staff coverage and tracking of marketing impact.
- f) Maintain relationships with 2-1-1 Illinois and 2-1-1 Contact Center.
- g) Actively participate in public policy and legislative advocacy efforts for the 2-1-1 Illinois Statewide Network.
- h) Seek technical support and guidance from 2-1-1 Illinois, as needed.

2 PROHIBITED USE OF SUBCONTRACTOR FUNDS

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

- a) To conduct lobbying activities or otherwise participate in, intervene, or influence any election, political campaign, law-making, or legislative activity.
- b) To benefit any particular public official in violation of any law, statute, or ordinance that otherwise limits gifts to public officials.
- c) 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.
- d) To provide resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. Government.
- e) To contradict 2-1-1 Illinois or National 2-1-1 Toolkit messaging.

3 RECORD KEEPING AND AUDIT

3.1 Tracking

Subcontractor shall track staff work hours at all times during the Term of this Agreement. Subcontractor shall ensure that all staff assigned to this Project complete and submit time records at regular intervals.

3.2 Maintenance and Provision of Records

2-1-1 Illinois and Subcontractor shall coordinate to provide training regarding appropriate expenditures under this Agreement to Subcontractor, and Subcontractor shall provide such training to its staff. Subcontractor shall maintain books, records, original receipts, documents, and other evidence related to this Agreement to sufficiently substantiate all compensation and expenses under this Agreement (collectively, "Program Records"). Subcontractor will use commercially reasonable methods to store and protect the Program Records and shall use no less care in safeguarding the Program Records than it would to safeguard and protect Subcontractor confidential information. The Program Records shall be retained for a period of six (6) years after the Termination of this Agreement. These records shall be promptly provided to 2-1-1 Illinois upon 2-1-1 Illinois's written request and shall grant 2-1-1 Illinois access, upon written request, to digital copies of the Program Records.

3.3 Audit

Upon reasonable notice and at all times hereafter, 2-1-1 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 2-1-1 Illinois, the Subcontractor shall provide 2-1-1 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. 2-1-1 Illinois's 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 2-1-1 Illinois, all subcontractors shall secure equivalent rights and information from any or all work under this Agreement.

4 COMPENSATION

4.1 Total Compensation

Illinois will pay Subcontractor for the Services performed under this Agreement in a total amount of \$57,000, which shall be inclusive of compensation for the Services and all expenses reasonably incurred by Subcontractor for the purpose of, and in connection with, Subcontractor's performance of Services for 2-1-1 Illinois under this Agreement ("Total Compensation"). In no case shall 2-1-1 Illinois be obligated to pay compensation, expense reimbursement, or other amounts in excess of the Total Compensation.

Such reimbursement shall be made after submission and approval of vouchers or other statements itemizing and justifying such expenses in reasonable detail in accordance with the established policies of 2-1-1 Illinois. Subcontractor will submit all such requests for reimbursement to 2-1-1 Illinois. 2-1-1 Illinois shall provide information concerning 2-1-1 Illinois's financial procedures specific to submission of vouchers and invoices, and such information shall be provided through 2-1-1 Illinois's financial training program related to the Agreement.

4.2 Responsibility for Non-Reimbursable Expenses and Fees

Subcontractor remains solely responsible for any expenses or fees incurred (1) more than the Total Compensation Amount, (2) as are determined by 2-1-1 Illinois in its sole discretion to fall outside of the scope of reimbursable expenses and fees, or (3) are not funded or reimbursed to 2-1-1 Illinois by the State of Illinois under 2-1-1 Illinois's agreement with the State of Illinois Department of Human Services ("State Agreement").

4.3 Invoices and Payment Conditions

Subcontractor will monthly provide invoices to 2-1-1 Illinois by the 10th day of each month. The invoices shall set forth the following:

- a) Summary of how the Subcontractor funds were used.
- b) A financial report detailing the expenditure of Subcontractor funds.
- c) Receipts of items purchased under this Agreement.

2-1-1 Illinois shall review Subcontractor invoices within 5 days of receipt. Subject to state provision of funds under the State Agreement, Illinois shall provide payment to Subcontractor within 15 days of 2-1-1 Illinois's receipt of qualifying Subcontractor invoices for compensation and expenses. Under no circumstances shall 2-1-1 Illinois be responsible or liable for payments to Subcontractor for invoices not reimbursed by the Illinois Department of Human Services ("DHS") under State Agreement. 2-1-1 Illinois shall in no way be liable to Subcontractor for delays in payment stemming from DHS reimbursement of invoiced compensation or expenses.

Certificate Of Completion

Envelope Id: C67D562D-EB1A-456C-8524-4B0741513997		Status: Sent
Subject: Complete with Docusign: 24-25 211 IL IDHS Subcontractor Agreement - DuPage.docx		
Source Envelope:		
Document Pages: 14	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Gina Gallo
AutoNav: Enabled		330 South Greenleaf Street
Envelopeld Stamping: Enabled		Gurnee, IL 60031
Time Zone: (UTC-06:00) Central Time (US & Canada)		contracts@211illinois.org
		IP Address: 47.203.170.11

Record Tracking

Status: Original	Holder: Gina Gallo	Location: DocuSign
1/27/2025 5:21:26 AM	contracts@211illinois.org	

Signer Events

Signature	Timestamp
-----------	-----------

Mary Keating

Sent: 1/30/2025 2:18:42 PM

mary.keating@dupagecounty.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 1/25/2025 8:21:22 AM
ID: 418aa8d5-6c4a-44e4-9a30-beabd24a3a60
Company Name: 211 Illinois

Edward Perry

executivedirector@211illinois.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature	Timestamp
-----------	-----------

Editor Delivery Events

Status	Timestamp
--------	-----------

Agent Delivery Events

Status	Timestamp
--------	-----------

Intermediary Delivery Events

Status	Timestamp
--------	-----------

Certified Delivery Events

Status	Timestamp
--------	-----------

Gina Strafford

gina.strafford@dupagecounty.gov

211 of DuPage County

Security Level: Email, Account Authentication
(None)

VIEWED

Using IP Address: 50.206.250.2

Sent: 1/27/2025 5:25:00 AM

Viewed: 1/30/2025 2:18:41 PM

Electronic Record and Signature Disclosure:

Accepted: 1/30/2025 2:18:41 PM
ID: 14ef0f64-7ef3-4801-96fc-8036e51345fe
Company Name: 211 Illinois

Carbon Copy Events

Status	Timestamp
--------	-----------

Witness Events

Signature	Timestamp
-----------	-----------

Notary Events

Signature	Timestamp
-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/27/2025 5:25:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, 211 Illinois (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact 211 Illinois:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: executivedirector@211illinois.org

To advise 211 Illinois of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at executivedirector@211illinois.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from 211 Illinois

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to executivedirector@211illinois.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with 211 Illinois

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to executivedirector@211illinois.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify 211 Illinois as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by 211 Illinois during the course of your relationship with 211 Illinois.