

ATTACHMENT II

CAREGIVER PROGRAM SUBCONTRACTOR AGREEMENT

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

This Caregiver Program Subcontractor Agreement (“**Agreement**”), between 2-1-1 Illinois NFP (“**211 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 May 1, 2026 (“**Effective Date**”).

1 RECITALS

WHEREAS, 211 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.

WHEREAS, AARP and United Way Worldwide (“**UWW**”) have collaborated around the creation of a family caregiver support program (“**Caregiver Program**”) designed to expand access to resources for persons caring for adults or children with special needs (“**Family Caregivers**”).

WHEREAS, UWW has granted funds to 211 Illinois to participate in the Caregiver Program and provide assistance to Family Caregivers in the state of Illinois, pursuant to that certain Grant Award by United Way Worldwide for the Caregiver Program entered between UWW and 211 Illinois and dated April 1, 2026 (“**UWW Grant**”).

WHEREAS, Subcontractor currently provides 211 services in the state of Illinois as part of the 211 Illinois statewide network coordinated by 211 Illinois.

WHEREAS, 211 Illinois wishes to engage Subcontractor’s services in carrying out the Caregiver Program, and Subcontractor wishes to provide such services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

2 TERM

The term of the Agreement (“**Term**”) shall begin on the Effective Date and end on March 31, 2027 (the “**Expiration Date**”) unless terminated at an earlier date under the provisions of Section 5.1. By written agreement, the Parties may agree to extend the Term for agreed-upon period of time.

3 PROGRAM SERVICES

In exchange for 211 Illinois’s payment of the Total Compensation (defined below), Subcontractor shall provide the services set forth in Exhibit A (the “**Program Services**”). As more fully detailed in Exhibit A, the Program Services shall include but not be limited to (1) identifying 211 callers as Family Caregivers by means of a caregiver identification question, (2) offering and delivering Family Caregiver resources to Family Caregivers so identified, (3) uploading Family Caregiver resources to the 211 Illinois database and updating same, (4) uploading monthly reports regarding Caregiver Program services delivered to the 211 Illinois database, and (5) using reasonable best efforts to

provide one client impact story with client consent and one staff testimonial with staff consent to 211 during the Term.

4 COMPENSATION

In exchange for Subcontractor's provision of the Program Services during the Term, 211 Illinois agrees to pay Subcontractor a total amount of \$1,500 United States Dollars (\$1,500), which shall be inclusive of compensation for the Program Services and all expenses incurred by Subcontractor for the purpose of, and in connection with, Subcontractor's performance of the Program Services for 211 Illinois under this Agreement ("**Total Compensation**"). In no case shall 211 Illinois be obligated to pay compensation, expense reimbursement, or other amounts in excess of the Total Compensation. Payment of Total Compensation to Subcontractor will be due upon execution of this Agreement and completion of Subcontractor's Caregiver Program onboarding, and shall be made by check, ACH, wire transfer, or such other method of payment agreed upon by the Parties.

5 TERMINATION

5.1 Termination for Cause

211 Illinois may terminate this Agreement prior to the Expiration Date by written notice to the Subcontractor if the Subcontractor breaches any representation, warranty, covenant, promise, or other obligation under this Agreement in strict accordance with its terms (each, a "**Breach**"), and Subcontractor fails to cure such Breach after receiving written notice from 211 Illinois ("**Show Cause Notice**") identifying the defect and the Subcontractor does not cure the defect within thirty (30) days. In the event of termination for cause under this Section 5.1, Subcontractor shall return the Total Compensation and any income earned thereon within thirty (30) days of termination.

5.2 UWW Grant Termination

If UWW terminates the UWW Grant, 211 Illinois may terminate this Agreement immediately upon written notice to Subcontractor. In the event of termination under this Section 5.2, Subcontractor shall return all amounts of Total Compensation not expended in delivery of the Program Services as of the termination date, or incurred in delivery of the Program Services as of the termination date, within thirty (30) days of termination.

6 RELATIONSHIP OF PARTIES

6.1 Independent Contractor

In performing the Program Services, the Parties agree that Subcontractor shall at all times be acting in the capacity of an independent contractor of 211 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, or employment relationship. Neither Subcontractor nor any of its employees, officers, or directors will be deemed to be an employee, agent, or partner of 211 Illinois for any purpose. Subcontractor shall have no authority to bind 211 Illinois to any agreement or obligation, whether express, implied, or apparent.

6.2 No Benefits

Subcontractor agrees and acknowledges that Subcontractor shall not be entitled to any of the rights and privileges established for 211 Illinois's employees, including but not limited to retirement benefits, medical insurance coverage, severance pay benefits, or any other benefit that 211 Illinois

may offer to full or part-time employees. Subcontractor further agrees that Subcontractor shall not be entitled to the payment of any amounts in lieu of participation in such plans or programs.

7 SUBCONTRACTOR REQUIREMENTS

7.1 Right to Inspect

In the performance of the Program Services, Subcontractor shall have authority and responsibility to control and direct the performance and details of the work and Program Services. However, 211 Illinois shall have a general right to reasonably inspect work in progress by providing reasonable advanced written notice to Subcontractor to determine whether, in 211 Illinois's opinion, the Program Services are being performed by Subcontractor in compliance with this Agreement.

7.2 CRS Training

Subcontractor shall ensure that all Subcontractor personnel delivering Program Services under this Agreement have completed, or within thirty (30) days of the Effective Date shall complete, Community Resource Specialist (CRS) virtual training through Inform USA's Learning Management System (LMS). Subcontractor shall at the request of 211 Illinois provide documentation of same. If Subcontractor encounters difficulties in ensuring completion of CRS training for all such Subcontractor personnel, Subcontractor shall promptly inform 211 Illinois of same.

7.3 Use of Funds

Subcontractor shall use the full amount of Total Compensation exclusively for the Caregiver Program and shall not use any amount of the Total Compensation for any of the following: (1) to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code"); (2) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code; (3) to provide a grant to an individual, including for scholarships, emergency hardship grants, travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of 211 Illinois and UWW (payments of salaries, other compensation, or expense reimbursement to employees of Subcontractor within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions); (4) to provide a grant to any other organization without prior written approval of 211 Illinois and UWW; (5) to promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of a person's race, color, religion, national or ethnic origin, sex (including pregnancy), sexual orientation, gender identity or expression, age, disability, military or veteran status, or other characteristic(s) protected by law, or support of any person or entity that engages in these activities; (6) to induce or encourage violations of law or public policy or to cause any improper private benefit to occur; (7) to undertake any activity not in support of the Caregiver Program; (8) to provide economic benefits which are more than incidental (such as event tickets, meals, memberships, preferred parking, preferred seating, discounted merchandise, preferential treatment, tuition, travel or medical expenses) of a person who, to the knowledge of Subcontractor, is a donor to UWW, to 211 Illinois, or to Subcontractor, or any member of a donor's family; (9) to provide any benefit to any sanctioned person or sanctioned country or in violation of applicable United States international sanctions; or (10) for any purpose that or in any manner that is not permitted under Section 501(c)(3) of the Code.

8 REPRESENTATIONS AND WARRANTIES

8.1 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 Program Services.

8.2 Performance

The Subcontractor represents and warrants that it has the requisite skill, experience, and qualifications to provide the Program Services and that it will perform the Program Services in a professional and workmanlike manner in accordance with industry standards and applicable laws.

8.3 Nondiscrimination

Subcontractor represents and warrants that Subcontractor does not discriminate in its program activities and shall provide the Program 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, veteran status, or other characteristic protected by law.

8.4 Compliance

Subcontractor represents and warrants that it has and shall at all times during the Term comply with all applicable federal, state, and local laws, rules, regulations, and orders (“Laws”) in relation to the Program Services and this Agreement, including Laws related to privacy, marketing, anti-bribery, or anti-corruption requirements, as well as applicable United States international sanctions.

9 INTELLECTUAL PROPERTY

Any intellectual property created under this Agreement shall be the sole property of UWW. Any intellectual property provided to Subcontractor by 211 Illinois, UWW, or AARP shall be subject to a limited, non-commercial, non-exclusive, revocable, non-sublicensable, and non-transferable license during the Term to use such intellectual property for the sole purpose of effectuating the Caregiver Program as set forth herein and in compliance with applicable legal requirements. Notwithstanding anything to the contrary herein, all right, title, and interest in any intellectual property provided by 211 Illinois or UWW or AARP shall vest in and remain solely with the respective party (UWW or AARP) who originally provided it. All uses of UWW’s or AARP’s intellectual property by Subcontractor will be in the form and format specified or approved by the owner of such intellectual property. Subcontractor shall not modify any intellectual property provided to it by 211 Illinois or UWW or AARP.

10 MARKETING

10.1 Marketing Materials

Subcontractor shall use only approved marketing materials approved by UWW and AARP in connection with the Caregiver Program and shall not modify those materials without prior written consent of UWW and AARP. Subcontractor may order collateral material for use in connection with the Caregiver Program through 211 Illinois. At its discretion, 211 Illinois may require advance notice of any or all publicity where 211 Illinois or the Caregiver Program is mentioned.

10.2 Use of UWW Name

Under this Agreement, Subcontractor acquires no rights to and shall not use the name "United Way Worldwide," "United Way," or "UWW" (alone or as part of another name, and in any language) or any logos, brandmarks, seals, insignia or other words, names, symbols, images or devices that identify UWW or any of its affiliates or member organizations ("**UWW Names**") for any promotional purpose or any other purpose in connection with the Caregiver Program or Subcontractor's other activities except as expressly provided in this Agreement, or with the prior written approval of, and in accordance with restrictions required by UWW. Subcontractor shall not register, in any jurisdiction, any business or company name, trademark, service mark, domain name or trade name, or obtain any other type of registration, that contains or is confusingly similar to any UWW Names. Subcontractor shall cease any use of UWW Names authorized under this Agreement on the termination or expiration of this Agreement. Without limiting the foregoing, Subcontractor shall not in any manner suggest that it or its services have been endorsed by UWW.

11 INDEMNIFICATION

Subcontractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless 211 Illinois, its officers, directors, employees, agents, and consultants from and against all damages, liabilities, and costs (including reasonable attorney's fees) arising out of or relating to: (1) the gross negligence or intentional misconduct of Subcontractor, its officers, directors, employees, agents, and consultants; or (2) any Breach by Subcontractor under Section 5.1 of this Agreement. 211 Illinois agrees to give Subcontractor prompt notice of any such claim, demand, or action subject to 211 Illinois's right to indemnity and to cooperate fully and completely in the defense and settlement thereof.

12 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.

211 Illinois's contact information for this Agreement is as follows:

Name: Edward Perry, Executive Director
Company: 211 Illinois
Address: 330 S Greenleaf St, Gurnee, IL 60031
Phone: 727-641-9496
Email: executivedirector@211illinois.org

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

Name: Gina Strafford
Company: 2-1-1 DuPage
Address: 421 N. County Farm Rd., Wheaton, IL 60187
Phone: 630-407-6444
Email: gina.strafford@dupagecounty.gov

13 RECORDKEEPING

13.1 Records

Subcontractor shall keep records of receipts and expenditures charged against the Total Compensation that are adequate to identify the use of the funds in compliance with the UWW Grant. Subcontractor agrees to maintain such records for a period of at least three (3) years after the completion of the Term. Subcontractor agrees to make its books and records related to the Caregiver Program available to UWW and 211 Illinois at reasonable times upon UWW's or 211 Illinois's request. For up to three (3) years from the termination of the UWW Grant, Subcontractor agrees to provide records of caregiver consent to follow-up communications related to the Caregiver Program when reasonably requested by UWW, AARP, or 211 Illinois, which may be internal business records identifying consent was asked for and received, a voice recording of the consent, or informed written consent from a caregiver.

13.2 Audit

Upon reasonable notice and at all times hereafter, UWW and 211 Illinois shall have the right to audit or to have audited and to copy the books and records of Subcontractor which in any way relate to this Agreement. When requested by UWW or 211 Illinois, Subcontractor shall provide UWW's or 211 Illinois's auditors with access to all property and records and the cooperation of Subcontractor and its personnel, if any, necessary to effectuate the audit or audits hereunder. UWW's or 211 Illinois's auditors shall have the right to copy any or all documentation relating to the performance under this Agreement. Subcontractor shall include identical audit provisions in its agreements with subgrantees, if any, and, upon request of UWW or 211 Illinois, shall secure equivalent rights and information from any or all subgrantees. UWW or 211 Illinois may, at its expense, monitor and conduct an evaluation of operations under the Caregiver Program funded by the Total Compensation, which may include visits by representatives of the UWW or 211 Illinois to observe the Subcontractor's program, procedures and operations, and discussions of the Caregiver Program with the Subcontractor's personnel.

14 DATA AND SECURITY

Subcontractor agrees to publish a policy statement on its website describing how personal information is collected, handled, processed and how it is or is not shared with any third parties (such statement, a "**Privacy Policy**"). The Privacy Policy should describe how individuals may contact Subcontractor to inquire about or exercise rights related to how their personal information is held and be compliant with any applicable laws.

Subgrantee agrees to use and maintain (and shall require its agents and vendors to use and maintain) commercially reasonable physical, administrative, and technical security measures to prevent loss, destruction, or unauthorized access to any data shared with Subcontractor by UWW or 211 Illinois or shared with Subcontractor by other persons (collectively, "**Shared Data**") or Personal Data (as defined below), including by protecting Shared Data and Personal Data from subgrantees and any other third party, where appropriate or required in accordance with all applicable laws, regulations and government orders, industry standards and best practices ("**Safeguards**"). Further, Subcontractor acknowledges that UWW and 211 Illinois do not wish to receive data which would individually or collectively be Personal Data. For purposes herein, "**Personal Data**" means (by way of example and not limitation) the following: social security number (SSN); passport number; driver's license number; taxpayer identification number; patient identification number; financial account number; or credit card number of other persons, including the Subcontractor's volunteers or consumers or recipients of services under the Caregiver Program.

In the event of a failure or suspected failure of its Safeguards involving Shared Data or Personal Data collected by Subcontractor in connection with the Caregiver Program (whether or not the same has been shared with UWW or 211 Illinois), Subcontractor shall: (a) notify UWW and 211 Illinois within 24 hours of Subcontractor's discovery of the Safeguard failure or suspected failure, which notice will include the date of such failure or suspected failure, a detailed description of the affected information, and the nature of the failure or suspected failure; (b) conduct an investigation to determine when, and if possible, how and why the failure or suspected failure occurred; (c) provide UWW and 211 Illinois with all relevant information regarding UWW's or 211 Illinois's Shared Data or any Personal Data involved from its investigation; and (d) cooperate and coordinate with UWW and 211 Illinois to mitigate the loss, damage or destruction associated with the failure or suspected failure. Further, in the event of such a Safeguard failure involving Shared Data provided by UWW or 211 Illinois to Subcontractor, Grantee shall not, without the prior written consent of UWW, or 211 Illinois as the case may be, disclose the Safeguard failure or suspected failure or the details of any investigation to any third party; provided that Subgrantee may make disclosures to regulators with jurisdiction over Subgrantee, as required by applicable laws or regulations. This Section 12 shall survive the expiration or termination of this Agreement.

15 GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof. No provision of this Agreement may be modified, except by a written instrument signed by both Parties.

15.2 No Waiver

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall not affect the right to require such performance at any later time. Any waiver of a breach must be in writing and shall not be deemed a waiver of any subsequent breach.

15.3 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 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.

15.4 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the Term, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect.

15.5 Assignment

This Agreement is not assignable without the prior written consent and approval of 211 Illinois.

15.6 Choice of Law

This Agreement shall be governed by 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 shall be brought exclusively in the state or federal courts located in either the 18th Judicial Circuit Court of DuPage County or the Northern District of IL, Eastern Division.

15.7 Survival

Any provisions of this Agreement that by their nature should survive termination or expiration of this Agreement shall so survive, including, without limitation, provisions relating to confidentiality, payment obligations, limitation of liability, and indemnification.

15.8 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.

[Signature Page Follows]

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

211 Illinois

2-1-1 DuPage

Signature

Signature

Printed Name

Printed Name

Title/Position

Title/Position

Date

Date

EXHIBIT A

DESCRIPTION OF PROJECT

AARP and United Way have collaborated around the creation of a family caregiver support program (“Caregiver Program”) since 2020 to leverage one another’s strengths and support development of services designed to expand access to resources for persons caring for adults or a child with special needs (“Family Caregivers”).

The following is a general description of the Caregiver Program. Additional information and required instructions will be provided in training materials. Subcontractor shall ensure that relevant staff receive and adhere to training materials, either through a virtual training session or through one-on-one training with project staff. Operating the Caregiver Program in a manner that materially departs from the instructions provided in the training materials will constitute a breach of the Agreement. Subcontractor shall adhere to the following conditions related to the Caregiver Program:

1. When receiving inbound calls, Subcontractor personnel receiving such calls (each, a “Community Resource Specialist”) will identify callers as Family Caregivers through implementation of a caregiver identification question, through organic conversation, and listening for common caregiver keywords and cues.
2. Community Resource Specialists will then note in 211 center records that the caller is a Family Caregiver and offer to provide identified Family Caregivers with additional caregiver resources. Where a Family Caregiver consents to receive such resources, the Community Resource Specialist will inform the Family Caregiver that resources can be provided in digital and/or print format, and upon request and consent by the Family Caregiver, Subcontractor shall provide the Family Caregiver with at least one (1) print or digital AARP caregiving resource provided by UWW. More specifically:
 - If the Family Caregiver requests a digital resource, Subcontractor will deliver a digital AARP caregiving resource via email or text, depending on caller preference; and
 - If the Family Caregiver requests a printed AARP caregiving resource, the Subcontractor will provide the Family Caregiver with the URL for the web page about the program and the phone number for the AARP Family Caregiving Resource Line (877-333-5885), which callers can use to request that item directly from AARP. The Community Resource Specialist will also offer to transfer the caller to the AARP Family Caregiving Resource Line and will facilitate a cold call transfer to the AARP line if requested by the caller.
3. Community Resource Specialists may also refer Family Caregivers to local caregiving resources, if applicable and where requested. However, local caregiving resources must primarily consist of referrals to nonprofit and government entities, and if a referral is provided to a for profit, the Community Resource Specialist must notify the Family Caregiver that “the purpose of any referral to a for profit entity is provided solely to help individuals locate relevant local resources and not to endorse the company being referred nor drive business to said company.”
4. Community Resource Specialists will then offer to follow-up with the Family Caregiver to assess their caregiving needs within the next month. 211 centers will make outbound calls and/or send texts and/or emails to those local Family Caregivers who previously consented to receive a follow-up from the applicable 211 center. Through these calls and/or texts and/or

emails, the 211 centers will assess each Family Caregiver's needs and, where the Family Caregiver consents to receive additional information, connect said Family Caregiver with AARP caregiving information and/or identify additional information needs and referrals.

5. Subcontractor may survey Family Caregivers to collect feedback about their experience with the provided service.
6. Subcontractor shall not at any time collect or maintain any information obtained from Family Caregivers that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
7. Subcontractor shall ensure it has the IT infrastructure and the technical capability to identify callers as Family Caregivers and deliver the caregiving digital resources by email and text.
8. Subcontractor shall ensure that any Family Caregiver caller information is aggregated, de-identified, and anonymized when providing any information to 211 Illinois, UWW, or AARP, except where required to provide such information to document and/or provide caregiver consent to the Caregiver Program and/or follow-up communications.
9. Subcontractor shall not modify marketing assets regarding the Project provided to Subcontractor by 211 Illinois, UWW, or AARP.

REPORTING REQUIREMENTS

1. Subcontractor will track: (1) the number of Family Caregivers identified and helped, (2) the number and type of local resources and number of AARP resources shared with callers, (3) types/categories of unmet resource needs, (4) number and type of community event attended where the Caregiver Program was promoted, and (5) number of Family Caregivers who received Caregiver Program information at community events, and will report aggregate, anonymized data on a monthly basis to 211 Illinois.
2. Subcontractor will provide caregiver resource data at the capacity to which the National Data Platform (NDP) is able to receive (to include tagging caregiver-specific resources provided to Family Caregivers where relevant).
3. Upon reasonable request from 211 Illinois, UWW, or AARP and up to three (3) years from the termination of the Agreement, Subcontractor shall provide records of caregiver consent to follow-up communications related to the Caregiver Program, such as, but not limited to, their internal call records identifying that such consent was asked for and received by the caregiver.
4. Subcontractor will provide monthly feedback about the Caregiver Program operation to 211 Illinois.
5. Subcontractor will use reasonable best efforts to provide at least one (1) client impact story, securing client consent via the caregiver testimonial form attached in the following Exhibit B, which may be signed via physical or electronic signature. Failure to provide a client impact story shall not be considered a breach of this Agreement.
6. Subcontractor may survey caregiver callers to measure their experience with the Caregiver Program. If a survey is implemented, the aggregate, anonymized results will be shared with 211 Illinois on a quarterly basis.

7. Subcontractor will use reasonable best efforts to provide at least one (1) staff testimonial to 211 Illinois, securing staff consent via the AARP & UWW General Release form attached in the following Exhibit C, which may be signed via physical or electronic signature. Subcontractor will also confirm that its internal call records support the authenticity of each employee's testimonial and provide information concerning the date and time when the caregiver call took place, provided, however, no Personal Data will be shared concerning the Family Caregiver or from the call itself. Failure to provide a staff testimonial shall not be considered a breach of this Agreement.

8. On a monthly basis, Subcontractor may provide 211 Illinois with number of community outreach events attended and counts of people engaged or provided with information about the Caregiver Program. For any outreach by Subcontractor to partners serving in rural communities, Subcontractor shall provide a list of such partners and description of how Subcontractor is working together with same.

EXHIBIT B

[See attached United Way Liability Waiver and Likeness Release Agreement for Caregiver Support Program]

EXHIBIT C

[See attached AARP & UWW General Release - Testimonial]

Exhibit B

**UNITED WAY LIABILITY WAIVER AND LIKENESS RELEASE AGREEMENT FOR CAREGIVER
SUPPORT PROGRAM**

The Parties. This Release Agreement (“Agreement”), is granted by _____
with a mailing address of _____, in favor of the United Way Worldwide, a New York
nonprofit corporation with a place of business at 701 N. Fairfax Street, Alexandria, VA 22314 (“United Way”), and
_____ (the “211 Center”).

I, individually and on behalf of my related persons, heirs and personal representatives, hereby authorize and consent that the 211 Center, United Way, their affiliates, donors and other entities and persons, including but not limited to AARP, shall have the absolute right to copyright, publish, display, exploit, use and/or license any and all testimonials, pictures, video and/or sound recordings, or any part thereof, that I have provided or that they have taken or made of me and any of my related persons while participating in any program or receiving information or services provided or referred to me by the 211 Center or in which I, my voice, my real or a fictitious name, or my real or fictitious biographical data or story, or any combination thereof (together, my “Likeness”) may be included, in whole or in part, whether apart from or in connection with illustrative or written printed matter, story or news item, motion pictures, internet usage, television or radio spots, for publicity, advertising, trade or any other lawful purpose whatsoever, or in reproduction thereof in color or otherwise, in any media now known or later created.

I acknowledge and agree that neither I nor any party related to myself will receive any form of compensation for the use of my Likeness and waive all claims for damages from and against the 211 Center, United Way, and their affiliates, donors, AARP, and any other entities and persons that may utilize my Likeness pursuant to this Agreement, including but not limited to invasion of privacy and rights of publicity, in connection therewith.

I hereby waive any right that I may have to inspect and/or approve the finished product or the advertising copy that may be created in which my Likeness may appear or the use to which it may be applied. I acknowledge that there is no obligation to use any material authorized by me hereunder.

I hereby warrant that I am 18 years old or older. I state further that I have read this Agreement prior to execution, and that I am fully familiar with the contents thereof.

Signature

Date

Print Name

Exhibit C

AARP & UWW GENERAL RELEASE - TESTIMONIAL

I grant AARP, United Way Worldwide, and each of their employees, affiliates, agents, and licensees (collectively, the "Authorized Entities") the right to use my name and likeness, recorded remarks and/or a transcript of my statements ("Materials") in connection with the Project described below alone or with other content in all formats and media in promotion of the Authorized Entities, including without limitation, for derivative purposes for an unlimited number of times world-wide on a royalty-free basis in perpetuity. I understand that the Authorized Entities may wish to make reasonable edits to my likeness or statements, and I grant the Authorized Entities the right to make such edits. I understand that the Authorized Entities own or have a third-party license to use the Materials and acknowledge that I do not have the right of approval or the right to receive any compensation from the production and/or use of the Materials. I waive any rights of privacy or publicity. I acknowledge that the Authorized Entities will rely on my representations in this release and I waive any right to assert any claim against the Authorized Entities relating to any use of the Materials. I also represent that any statements made by me during the production of Materials are true, to the best of my knowledge, and that the Materials do not violate or infringe upon any third-party rights. I release and discharge the Authorized Entities from any and all claims and demands arising out of or in connection with the Project.

By signing below, I am confirming that I have **READ, UNDERSTOOD, and AGREED** to the terms and conditions above. The parties agree that electronic and/or digital signatures are valid and enforceable.*

Name (Print): _____

***Signature:** _____ **Date:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email Address:** _____

Project: Caregiver Support Program