

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, Department of Healthcare and Family
Services AND
Medical Debt Resolution, Inc. d/b/a Undue Medical Debt

The State of Illinois (State), acting through the undersigned agency (Grantor) and Undue Medical Debt (Grantee) (collectively, the "Parties" and individually, a "Party") agree that this Amendment (Amendment) will amend the Grant Agreement (Agreement) referenced herein. All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

The Parties or their duly authorized representatives hereby execute this Amendment.

Illinois Department of Healthcare and Family Services

By: 

Signature of Elizabeth M. Whitehorn, Director

Medical Debt Resolution, Inc. dba Undue Medical Debt

Signed by:

By: 

44DF4FCB73D749F...

Signature of Authorized Representative

Date: 5/19/2025 1 4:00 PM EDT

Printed Name: Allison Sesso

Printed Title: President/CEO

E-mail: allison.sesso@unduemedicaldebt.org

ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered 54100207376, has an original term from October 1, 2024 to December 31, 2027.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: N/A Effective Date: _____.

1.3. Current Agreement Term. The Agreement expires on December 31, 2027, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Award Term |
| <input type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Award Amount |
| <input type="checkbox"/> Exhibit C (Contact Information) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input type="checkbox"/> Exhibit D (Performance Measures/Std.) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input type="checkbox"/> Exhibit E (Specific Conditions) | <input type="checkbox"/> Budget |
| | <input type="checkbox"/> Funding Source |
| | <input checked="" type="checkbox"/> Other (specify): "Exhibits" = "Attachments" for the purposes of this contract. Exhibit B Request for Advance of Project Funds, Exhibit C Project Budget, Exhibit E Insurance Certificate, Exhibit F Grantor Requirements |

1.5. Effective Date. This Amendment shall be effective on October 1, 2024. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

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**ARTICLE II
AMENDMENTS**

- 2.1. EXHIBIT B REQUEST FOR ADVANCE OF PROJECT FUNDS Changes. Exhibit B is amended as detailed in the attached new Exhibit B.
- 2.2. EXHIBIT C PROJECT BUDGET Changes. Exhibit C is amended to include the program budget within the contract document (rather than as a separate file).
- 2.3. EXHIBIT E INSURANCE CERTIFICATE Changes. Exhibit E is amended to include the grantee's updated insurance certificates. Certificates should be included within the contract document (rather than as separate files).
- 2.4. EXHIBIT F GRANTOR REQUIREMENTS Addition. Exhibit F is added to the contract as detailed in the attached new Exhibit F.

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GRANT AGREEMENT

This Grant Agreement (the “*Agreement*”) is made and entered into as of the 1st day of October 2024, by and between the State of Illinois (“*Illinois*”) and Medical Debt Resolution, Inc. d/b/a Undue Medical Debt, a New York not-for-profit corporation (“*Undue Medical Debt*” or “*Grantee*,” collectively with Illinois referred to as the “*Parties*” and individually as a “*Party*”) to establish an agreed upon protocol for the administration and management of the Medical Debt Relief Initiative (the “*Project*”) described below.

RECITALS

WHEREAS, Illinois has allocated Ten Million Dollars (\$10,000,000.00) of Project Funds for the purpose of supporting the Project which shall focus on abolishing the medical debt of Eligible Residents who are unable to cover their medical bills; and

WHEREAS, the Project will further the mission of Illinois and serve the broader objective of protecting the health, safety, and welfare of Illinois by promoting economic development, justice and equity; and

WHEREAS, Illinois desires to award this grant to Grantee, pursuant to [statutory authorization], for the administration and management of the Project in Illinois as described herein; and

WHEREAS, Grantee is able and willing to assist Illinois in the administration and management of the Project; and

WHEREAS, Grantee is authorized by its governing body to enter into this Agreement with Illinois for the purposes described herein.

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

1. **INCORPORATION OF RECITALS.** The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference.
2. **DEFINITIONS.**
 - (a) “*Eligible Expenses*” shall refer to payroll, debt purchases, operating expenses, technical assistance expenses, Project administration expenses, Project coordination expenses and other expenses included in the Project Budget.
 - (b) “*Eligible Resident(s)*” shall refer to any resident of Illinois who meets the eligibility criteria established in Section 3(b) of this Agreement, as determined by data obtained from FinThrive or an equivalent data provider.
 - (c) “*Event of Default*” shall refer to the material failure of either Party to observe and perform its terms, covenants, promises, and agreements under this Agreement.
 - (d) “*Force Majeure Event*” shall refer to a natural disaster, acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, governmental prohibition, actions or decrees of governmental bodies, not including actions taken by Illinois in its contracting capacity, lack of participation from Providers and third-party debt collectors, or technological or communications failure not the fault of the affected Party.
 - (e) “*FPL*” shall refer to the Federal Poverty Level established by the U.S. Department of Health and Human Services.
 - (f) “*Project Budget*” shall refer to the budget in EXHIBIT C.
 - (g) “*Project Funds*” shall refer to the funds allocated by Illinois for the Project.

- (h) “**Provider**” shall refer to any hospital or health care provider that has provided services to Eligible Residents.
- (i) “**Qualifying Medical Debt**” shall refer to any medical debt owed by an Eligible Resident to a Provider or third-party debt collector.

3. **ELIGIBILITY FOR THE PROJECT.**

- (a) Grantee hereby certifies that it has the authority and approval necessary to execute this Agreement and receive Project Funds for eligible uses specified under this Agreement.
- (b) Grantee shall use Project Funds to acquire and cancel medical debt owed by Eligible Residents. Status as an Eligible Resident shall be determined by Grantee and is limited to Illinois residents who:
 - (i) Live in a household with total household income between zero percent (0%) and four hundred percent (400%) of the FPL; and/or
 - (ii) Have medical debt that will be cancelled under this Agreement that equals or exceeds five percent (5%) of total household income.

4. **GENERAL PROVISIONS.**

- (a) **TERM.** This Agreement shall become effective as of the date on which it is fully executed by both Parties and will continue in full force and effect until December 31, 2027, unless it is terminated earlier in accordance with Section 6.
- (b) **OBLIGATIONS OF THE PARTIES.** Grantee agrees to administer the Project on behalf of Illinois, as described herein and in the Scope of Work set forth in EXHIBIT A, attached hereto and incorporated herein. Illinois agrees to provide Ten Million Dollars (\$10,000,000) in Project Funds to be made available to carry out the purposes of the Project. Payments will be made to Grantee for eligible uses of the Project Funds, hereunder, according to the criteria for the use of such funds. Invoice submission for Project Funds shall be in accordance with the provisions provided in Section 5(b).
- (c) **REPRESENTATIVES.** Each Party to this Agreement shall designate one staff representative, who shall be the primary point of contact for that Party.
 - (i) **Undue Medical Debt:**
Ravneeta Consul
Chief Operating Officer
Ravneeta.consul@unduemedicaldebt.org
 - (ii) **Illinois:**
Laura Phelan
Deputy Director, New Initiatives
Laura.phelan@illinois.gov
- (d) **FINANCIAL MANAGEMENT AND INTERNAL CONTROLS.** Grantee agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls and maintain necessary source documentation for all Eligible Expenses. Grantee’s accounting system for recording expenditures must be established and maintained in accordance with generally accepted accounting principles.
- (e) **RECORD RETENTION.** All financial records, supporting documents, statistical records, or other records of Grantee that are pertinent to this Agreement shall be maintained by Grantee for a period of three (3) years from the date of the submission of the final expenditure report.

- (f) CLOSE-OUT. The Parties' obligations under this Agreement shall not end until all Project close-out requirements are completed as determined by the mutual agreement of the Parties. Activities during the close-out period shall include but are not limited to making final payments and disposing of Project Funds. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Grantee has control over any Project Funds.

5. **REPORTING AND INVOICING.** Grantee agrees to provide the following reports and information, subject to availability of data and compliance with any applicable laws:

(a) REPORTING.

- (i) Quarterly Reports. Within sixty (60) days of the conclusion of each quarter, Grantee shall submit a report to Illinois which includes the following information:
- (A) A narrative summary of Project status during the reporting period;
 - (B) The amount expended by Grantee on the Project during the quarter;
 - (C) The number of transactions for purchasing of debt completed by Grantee on the Project during the quarter;
 - (D) A detailed accounting of Eligible Expenses for which Project Funds are sought during the quarter, including source documentation;
 - (E) The cumulative total amount of Project Funds reimbursed on the Project since inception;
 - (F) The amount that has been obligated for spending on the Project but has not been invoiced for reimbursement;
 - (G) Total number of recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code) during the quarter; and
 - (H) The cumulative total number of recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race ethnicity, and ZIP Code).
- (ii) Final Report. Within ninety (90) days of the conclusion of the term, Grantee shall submit a report to Illinois which includes the following information:
- (A) Total number of recipients of medical debt relief under the Project (such data shall be categorized by income relative to the FPL, gender, race, ethnicity and ZIP Code) who participated in the Project;
 - (B) Total Project Funds disbursed;
 - (C) Qualitative data from awardees (including recipient testimonials); and
 - (D) Any other reporting reasonably requested by Illinois.

(b) INVOICING AND SOURCE DOCUMENTATION.

- (i) Invoicing. Grantee shall invoice Illinois on no less than a quarterly basis for the reimbursement of Eligible Expenses. Invoices are due within forty-five (45) days of the end of the quarter, except for the final invoice, which shall be due within ninety (90) days of the end of the term. The invoice must include all source documentation (including source documentation of subcontractors) evidencing payment of Eligible Expenses set forth on the invoice. Illinois shall reimburse

Grantee for all Eligible Expenses. Illinois will make all reasonable efforts to reimburse all portions of any invoice that is adequately supported by source documentation within thirty (30) days of receipt.

- (ii) Source Documentation. Grantee shall submit and maintain source documentation, which evidences the basis of the Eligible Expenses incurred and invoiced to Illinois, as well as the dates and amounts of all expenditures. Examples of source documentation that Illinois will require to be maintained by Grantee and its contractors are as follows:
 - (A) For labor costs, to the extent applicable, payroll source documentation including: (a) employment letters and all authorizations for rates of pay, benefits, and employee withholdings; or (b) payroll reports from payroll processing companies.
 - (B) Materials and supplies should be supported by: (a) purchase orders or requisition; (b) invoices from the vendor; (c) original invoices or sales receipts; or (d) other evidence demonstrating payment was made.
 - (C) Detailed invoices evidencing payment to contractors.
- (iii) Grantee may request an advance from Project Funds by submitting a Request for Advance of Project Funds in the form set forth in EXHIBIT B. Illinois shall consider any such request for advance payment in good faith. Further, in the event that Grantee is requesting an advance payment in order to purchase a debt portfolio, Illinois shall not unreasonably deny such request.
- (c) The Parties agree that, unless required by law, Grantee shall have no obligation under this Agreement to disclose the following to Illinois: (i) any information covered by a non-disclosure agreement, a business associate agreement, or any similar confidentiality agreement, (ii) any protected health information as defined in 45 C.F.R. § 160.103, (iii) any personally identifiable information as defined in 2 C.F.R. § 200.1, (iv) any information that is a trade secret or otherwise proprietary to Grantee or (v) any information that Grantee is otherwise prevented from sharing with Illinois pursuant to law.

6. TERMINATION.

(a) TERMINATION FOR CAUSE.

- (i) If a Party commits an Event of Default, then the non-defaulting Party shall deliver a notice of default. The defaulting Party will have thirty (30) days from the date written notice of default is delivered in which to cure such Event of Default; *provided*, however, that if the defaulting Party has commenced to cure within thirty (30) days, is diligently working to effect a cure and the Event of Default is not reasonably capable of being cured within thirty (30) days, the defaulting Party shall have such additional time as is reasonably necessary, as determined by the non-defaulting Party.
- (ii) If the defaulting Party fails to cure such Event of Default within the applicable cure period, the non-defaulting Party may terminate this Agreement for cause, in whole or in part, by giving written notice to the defaulting Party of such termination and specifying the effective date thereof.

(b) TERMINATION FOR CONVENIENCE.

- (i) Either Party may, for its convenience and with ten (10) days prior written notice to the other Party, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the other Party.
- (ii) Upon submission of invoices and proof of claim, Grantee shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- (c) **FORCE MAJEURE.** In the event that either Party is unable to perform any of its obligations under this Agreement because of a Force Majeure Event, the Party which has been so affected agrees to give notice as soon as practicable to the other Party and agrees to do everything reasonably within its control to resume performance. Upon receipt of such notice, this Agreement shall be suspended immediately. If the period of nonperformance exceeds ten (10) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may terminate this Agreement for convenience by giving written notice to the other Party.
- (d) If, in the event of any termination of this Agreement, Grantee:
 - (i) Has incurred Eligible Expenses greater than the amount of Project Funds received, Illinois shall compensate Grantee for the difference between Eligible Expenses incurred and Project Funds received.
 - (ii) Has received an amount of Project Funds greater than the amount of Eligible Expenses incurred, Grantee shall return to Illinois the difference between Project Funds received and Eligible Expenses incurred.

7. **NOTICES.** All notices shall be delivered in writing and shall be communicated by electronic mail, USPS First Class Mail, fax or overnight courier to the Parties hereto at the addresses set forth below or at such other address as either Party may designate by written notice to the other with five (5) days written notice:

- (a) **To Grantee:**
Michael Derbes
General Counsel
Undue Medical Debt
28-07 Jackson Avenue, 5th Floor
Long Island City, NY 11101

By Email: michael.derbes@unduemedicaldebt.org
- (b) **To Illinois:**
Laura Phelan
Deputy Director, New Initiatives
Illinois Department of Healthcare and Family Services
401 S. Clinton St.
Chicago, IL 60607

By Email: laura.phelan@illinois.gov

8. **COMPLIANCE WITH LAWS.** Grantee acknowledges that this Agreement is governed by Illinois law and that Grantee shall comply with all applicable state and local orders, laws, regulations, rules, policies and certifications governing Grantee's performance of this Agreement.

9. **PROCUREMENT.** Grantee is responsible for ensuring that any procurement of goods or services using Project Funds is consistent with the procurement standards set forth in 30 ILCS 500 as applicable. This Agreement is a “grant” and is exempt from Illinois competitive procurement requirements pursuant to 30 ILCS 500(b)(2).

10. **CONFIDENTIALITY.**

(a) PERSONALLY IDENTIFIABLE INFORMATION. Grantee must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1, and other information Illinois designates as sensitive or consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality including but not limited to compliance with Illinois law.

(b) The Parties hereby mutually agree that Grantee shall have the right to use any and all data obtained through the performance of this Agreement for the purpose of analyzing the problem of medical debt in the United States and Illinois; *provided* that Grantee remains in compliance with its Data Retention and Archiving Policy, which is hereby incorporated as EXHIBIT D, and notifies Illinois of any material changes to said policy. If any published data analysis utilizes or is based on data obtained through the performance of this Agreement, Grantee shall notify Illinois prior to publication and, if requested by Illinois, recognize Illinois’s contribution to the data analysis; *provided* that Illinois’s name will not be included in any data analysis or publication without the express written consent of Illinois.

11. **INSURANCE.** Grantee shall provide and maintain the insurance coverages outlined in its certificate of insurance, set forth in EXHIBIT E, attached hereto and incorporated herein. The insurance coverages shall be effective during the term of this Agreement and any time period following expiration if Grantee is required to return and perform any of the services under this Agreement. Grantee shall promptly notify Illinois if any of its insurance coverage decreases.

12. **CONFLICT OF INTEREST.** Grantee represents and warrants to Illinois that it does not have, nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Grantee represents Grantee has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

13. **EXHIBITS.** All exhibits to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the exhibits, the language of the exhibits shall control, but only to the extent of the conflict or inconsistency. This Agreement contains the following exhibits:

EXHIBIT A – Scope of Work

EXHIBIT B – Request for Advance of Project Funds

EXHIBIT C – Project Budget

EXHIBIT D – Grantee’s Data Retention and Archiving Policy

EXHIBIT E – Grantee’s Insurance Coverage

14. **MISCELLANEOUS.**

(a) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original.

(b) ENTIRE AGREEMENT. This Agreement, including the incorporated recitals and exhibits, constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of both Parties.

- (c) SEPARATE ENTITIES. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Parties as separate, independent and distinct entities under the laws of Illinois or any other jurisdiction. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the Parties as representatives of each other for any purpose.
- (d) NON-LIABILITY OF PUBLIC OFFICIALS. No official, employee or agent of Illinois shall be charged personally by Grantee or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement.
- (e) CONSTRUCTION. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.
- (f) WAIVER. Whenever a Party waives the other Party's performance in any respect or waives a requirement or condition of another Party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times a Party may have waived the performance, requirement or condition.
- (g) SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.
- (h) AMENDMENTS. This Agreement may be amended only by a written instrument signed by both Parties. Illinois may, in their discretion, amend this Agreement to conform with available funding amounts.
- (i) GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed under the laws of the State of Illinois. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.
- (j) SIGNATURE AUTHORITY. A duly authorized agent for Grantee is required to sign this Agreement on behalf of Grantee. If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of Grantee must be attached to the Agreement for review by Illinois.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth.

**MEDICAL DEBT RESOLUTION, INC. D/B/A
UNDUE MEDICAL DEBT**

Signed by:
By: Allison Sesso
Allison Sesso
President / CEO

Date: 10/1/2024 | 3:18 PM EDT

STATE OF ILLINOIS

By: Elizabeth Whitehorn

Elizabeth Whitehorn
Acting Director, Department of Healthcare and Family Services

Date: 10/1/24

EXHIBIT A
SCOPE OF WORK

1. PROJECT DESCRIPTION AND OBJECTIVES.

- (a) Illinois will partner with Grantee to purchase and retire the medical debt of Eligible Residents who have been or are currently unable to cover outstanding medical bills because they are experiencing financial hardship.
- (b) Many individuals with medical debt are uninsured or underinsured and are experiencing financial hardship. These debts impose both psychological and financial burdens and may cause people to avoid seeking the health care services that they need. In a number of cases, they may feel lasting impacts due to reduced credit scores, wage garnishment, and property liens. The Project will help thousands of Illinois residents obtain financial stability, improve their health equity, and reduce stress and mental health problems.
- (c) DEFINITIONS. Capitalized terms used in this EXHIBIT A but not defined herein shall have the meaning given to them in the Agreement.

2. ROLES AND RESPONSIBILITIES. Grantee shall serve as the administrator of the Project and fiscal agent for the Project Funds provided by Illinois for the Project. Grantee shall retain funds to cover its costs as set forth in EXHIBIT C below. Grantee shall manage and oversee design and execution, outreach, impact measurement, financial and performance reporting, and monitoring and compliance. Illinois will provide funding.

3. WORKPLAN. The Grantee shall:

- (a) Establish a Project management infrastructure. Grantee shall:
 - (i) Meet regularly with Illinois,
 - (ii) Develop a mechanism for invoicing Illinois for Project costs in accordance with Section 5(b) of the Agreement, and
 - (iii) Report metrics and information based on tools and templates prepared by Grantee and reviewed by Illinois.
- (b) Recruit Providers to sell or donate Qualifying Medical Debt to Grantee for Project purposes. Grantee shall:
 - (i) Enter into business associate agreements and non-disclosure agreements with Providers and third-party debt collectors early in the medical debt acquisition and abolishment process, and
 - (ii) Share information with Illinois including the required metrics and the status of the Project; *provided* that the names of Providers and third-party debt collectors that have (and have not) agreed to participate may not be shared unless such Provider or third-party debt collector consents to those disclosures.
- (c) Request and receive patient accounts data files from Providers.
 - (i) After entering into business associate agreements and non-disclosure agreements, Grantee shall ask Providers to prepare and transmit patient accounts data files for analysis.
 - (ii) Data files are transmitted securely via SFTP (SSH File Transfer Protocol) or using other, highly secure methods.
- (d) Request and receive patient accounts data files from commercial debt buyers who have acquired medical debt for Illinois residents for collections purposes.

- (e) Analyze patient accounts data files (using proprietary scrubbing processes) to identify Qualifying Medical Debt.
- (f) Develop proposals to acquire Qualifying Medical Debt using Grantee's standard pricing model.
- (g) Use Project Funds to acquire and cancel Qualifying Medical Debt.
- (h) Issue letters to notify Eligible Residents that medical debts have been cancelled.
 - (i) Grantee shall apply Project Funds to pay for costs to notify individuals that their medical debts have been cancelled.
 - (ii) Grantee shall use its standard form letter to notify Eligible Residents. The letter includes the medical debt balance or balances that have been abolished, the name of the Provider owed, applicable account numbers and dates of service, background on Grantee and that the debt cancellation is non-taxable, and other information. The Parties may agree to send a second letter to provide Eligible Residents another opportunity to be notified.
 - (iii) Grantee shall collaborate with Illinois on the contents of these communications to assure that Illinois is appropriately acknowledged.
- (i) Solicit and collect testimonials from Eligible Residents who have had their medical debts canceled.
- (j) Support marketing and outreach in collaboration with Illinois communications team.
- (k) Grantee shall provide reports and information pursuant to Section 5 of the Agreement. If Illinois has an online platform where Grantee should submit the reporting or invoicing described in Section 5 of the Agreement, Grantee shall use such platform; *provided* that if, after a good faith effort to use the platform, Grantee determines that it is inadequate, Grantee may provide reporting and invoicing through other means including, without limitation, email to the notice contact identified in Section 7 of the Agreement.

4. PROJECT BUDGET.

- (a) Under this Agreement, Grantee shall receive funds and will use them to acquire portfolios of medical debt, to analyze those portfolios for Qualifying Medical Debt, to mail letters to these individuals advising them that certain medical debts have been cancelled, to fund Project administration and technology costs, to fund indirect costs (at ten percent (10%) of direct costs), and for other expenses associated with the Agreement. Undue Medical Debt is the sole Grantee of the funds and as fiscal agent will use the funds to purchase Qualifying Medical Debt from Providers and for the other identified purposes.
- (b) A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without approval of Illinois. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing, and executed by all Parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories not shown in EXHIBIT C.

5. MARKETING AND COMMUNICATION.

- (a) The Parties hereby agree to use all commercially reasonable efforts to coordinate with each other prior to discussing the Project or the other Party publicly. Further, neither Party shall issue any press release, flyer, advertisement or any other pre-planned public statement regarding the Project or the other Party, including for the avoidance of doubt, statements to the press where the Party has time to prepare its statements or responses, without the other Party's approval.

- (b)** Each Party shall have the right to include their logo on any publicity materials related to the Project. Letters sent by Grantee to beneficiaries for the Project will describe Illinois's involvement and financial support.

EXHIBIT B, AS AMENDED
REQUEST FOR ADVANCE OF PROJECT FUNDS

The following form affords organizations in need of an advance of funds to request them from Illinois to perform Project activities. The information should be provided by Grantee and shared with Illinois. The information below is required before an advance of funds can be initiated.

Sample Advance Form:

| | |
|---|---------------------------|
| Grantee Name: | |
| Project Title: | |
| Amount Requested | |
| \$ Amount Requested: | % of Current Year Budget: |
| Description of Activities: | |
| Documentation of Need | |
| | |
| Certifications | |
| I certify that the advanced funds will only be used for costs applicable to the Project herein. I certify that I have the authority to submit this request on behalf of the organization I represent. Any misuse of funds could result in the termination of the Agreement and will require the organization to refund Illinois in those amounts. Any advanced funds not yet spent for authorized work by Grantee shall be promptly returned to Illinois within sixty (60) days of termination. | |
| Grantee Contact Information | |
| Name: | Title: |
| Signature: | Date: |
| Illinois Signatory Information | |
| Illinois Representative Name: | |
| Illinois Representative / Approver Signature: | |
| Date Signed: | |

Advance payments will be issued pursuant to the Illinois Grant Accountability and Transparency Act [Section 7000.120](#).

The payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the grantee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the grantee for direct program or project costs and the proportionate share of any allowable indirect costs. The grantee entity must make timely payment to contractors in accordance with the contract provisions. Any advance funds paid to the grantee must be paid out in a manner to minimize the time elapsing between the transfer of funds and disbursement by the grantee.

EXHIBIT C

PROJECT BUDGET

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Medical Debt

GRANT BUDGET

PROJECT INFORMATION

| | |
|-----------------------|--|
| Project Title | Illinois Medical Debt Relief Initiative |
| Grantee Name | Undue Medical Debt |
| Grantee Address | 28-07 Jackson Ave Fl 5 Long Island City, NY 11101 |
| Unique Entity ID | PLLQDMP3KLM5 |
| EIN | 47-1442997 |
| Project Start Date | 2024-10-01 |
| Project End Date | 2027-12-31 |
| Program Indirect Rate | 10% |

SUMMARY BUDGET

| Expense Category | | Year 1 | Year 2 | Year 3 | Total Budget |
|--------------------------------|----|-----------|-----------|-----------|---------------|
| A Debt Abolishment Costs | \$ | 2,910,086 | 2,921,071 | 2,912,841 | \$ 8,743,998 |
| B Personnel Costs | | 72,633 | 64,259 | 62,919 | 199,811 |
| C Program Contractual Services | | 11,200 | 11,648 | 12,114 | 34,962 |
| D Other Direct Costs | | 36,118 | 37,363 | 38,657 | 112,138 |
| E Indirect Costs | | 303,004 | 303,434 | 302,653 | 909,091 |
| TOTAL | \$ | 3,333,041 | 3,337,774 | 3,329,184 | \$ 10,000,000 |

A DEBT ABOLISHMENT COSTS

Debt Abolishment Costs include the following:

1) Medical debt portfolio costs are costs of purchases from hospital/provider partners or from the secondary debt market. Pricing is determined based on the age of accounts contained within each portfolio. Every individual whose debt is included in each portfolio must undergo a qualification and ID verification process. This direct cost to the program is specifically calculated in order to estimate the amount to purchase debt from trading/hospital partners and the secondary debt market. Costs are apportioned from the total estimated purchase price, which is based on the assumption that we will be able to source debt with the face value/open balance amount containing approximate number of accounts owed by the specified number of individuals at an average purchase price factor of ████%.

2) Analytical Data costs - This direct cost is for data analysis specific only to the beneficiaries of this grant. Analytical data charges are fees paid in order for us to be able to qualify, identify, and report on all of the individuals helped form this grant.

3) Mailing costs - This direct cost is only for the mailing expenses for letters to the beneficiaries of this grant.

Bi PERSONNEL

These direct costs reflect the time and effort that each of our staff will expend for activities solely for this grant's debt abolishment initiative, according to the number of hours specified for each individual on Tab D "Bi - Personnel", which also include salary and related information. Below are explanations of duties by position and area of expertise.

| Area | Title | Duties |
|---|------------------------------------|--|
| Debt Acquisition | Debt Operations Manager | Administrative management of all debt acquisition initiatives. Monitor progress, follow up on, maintain salesforce database. |
| | Director Debt Acquisition | Containing all pipeline data. Key contract negotiation and management. Purchase management. |
| | VP Provider Relations | Debt acquisition, revenue cycle leader. |
| | Business Process Manager | Conducts debt analysis as part of the debt acquisition effort. Prepares analytical reports. |
| | Associate VP of Provider Relations | Lead, develop, and execute strategies to oversee the life cycle of debts acquired. |
| | Sr Dir Debt Acquisition | Establish and develop provider leads, maintain relationships. |
| Communications | VP Communications | Public relations matters and general communications related to the grant activities or related partners. |
| | Communications Manager | General communications related to the grant. |
| Data Analysis & Debt Relief Svcs | VP Info Systems | Leads a team of engineers to build and maintain functionality to enable to enable government debt abolishment work which is often specific and requires ad-hoc adjustments. |
| | Info Systems Staff | Various staff perform Debt Engine support and debt analysis. |
| | ETL Manager | Debt portfolio processing including qualification and preparation for abolishment. |
| | Data Analyst | Debt portfolio analysis and reporting. |
| | Program Manager, Constituent Svcs | Receives, collects, and analyzes feedback from debt relief recipients. Tailors questions to each grant to gather and performs one-on-one interviews with select constituents, and conducts qualitative analysis from collected data. |
| | Constituent Liaison | Along with Program Manager, Constituent Services supports the analysis of feedback from debt relief recipients and engages in communications strategies and other outreach efforts related to the grant. |
| Grant Mgmt & Administration | Grant Manager | Monitoring grant deliverables and ensuring compliance. Reporting and other work related to the project. |
| | Accounting Manager | Supports financial-level grant management and expense reporting. |
| | Government Relationship Manager | Lead for government initiatives. |
| | CEO & President | High level oversight for the grant and the government relationship. |
| | VP, Public Policy | Policy expert, government affairs leader. |
| | COO | High level oversight for the grant process. |
| | VP, Finance & Administration | Authorized organization financial representative for key grant submissions, high-level grant management, reporting, compliance, deliverables and single audit. |
| | General Counsel | Hospital agreement reviews, grant compliance with various laws and regulations. |

Bii FRINGE

Fringe benefit rates have been itemized for each personnel on the program in Tab D "Bii - Fringe". These costs include payroll taxes and benefit contributions such as medical and other insurances, retirement account contributions, and other fringe benefits.

C PROGRAM CONTRACTUAL SERVICES

Professional services needed for the program work. These may include software & systems analysis, legal, or other contractual services furthering the program/grant.

D OTHER DIRECT COSTS

This includes all other expenses identified as necessary and to be used specifically to operate this program; namely costs to support the debt acquisition and relief work such as software (reporting platform/software, debt engine amortization, SOC2 compliance software and tools, debt acquisition/hospital database access, mailing service provider platform fees, cyber insurance necessary for partnering with hospitals and managing PILs, and travel costs related specifically to the grant's activities.)

E INDIRECT COSTS

These items below benefit ALL our programs and cannot be readily identified to this grant or any other specific program or activity. These costs are necessary for the operations of Undue Medical Debt and support the performance on the grant. We have applied 10% to the direct costs above to determine the aggregate amount.

Indirect cost expenses include general accounting and auditing costs, general legal support, general software and hardware costs, digital marketing, professional fees, general insurance, office expenses, merchant account fees, training, travel, technology, depreciation and amortization.

BUDGET DETAIL - DEBT ABOLISHMENT COSTS

A-i DEBT PURCHASING

| | |
|------------------------------------|------------------|
| Estimated Purchase Price | \$ 7,906,411.06 |
| Accounts | 983,384 |
| Individuals helped | 422,053 |
| Total face value of debt abolished | \$ 1,180,061,352 |

Portfolio Assumptions

| | |
|---------------------------------|-------------|
| Average account balance | \$ 1,200.00 |
| Median purchase price | % |
| Average accounts per individual | 2.33 |

A-ii ANALYTICAL DATA

| | |
|------------------------------|---------------|
| Total Analytical Data Costs | \$ 105,398.45 |
| Analytical Data Costs Year 1 | \$ 33,764.24 |
| Analytical Data Costs Year 2 | \$ 35,114.81 |
| Analytical Data Costs Year 3 | \$ 36,519.40 |

Rate sheet

| | |
|-------------------------|----------|
| Fee per Individual Yr 1 | 0.24 |
| Fee per Individual Yr 2 | 0.2496 |
| Fee per Individual Yr 3 | 0.259584 |

A-iii MAILING COSTS

| | |
|----------------------|---------------|
| Total Mailing Costs | \$ 732,188.78 |
| Mailing Costs Year 1 | \$ 240,851.57 |
| Mailing Costs Year 2 | \$ 250,485.64 |
| Mailing Costs Year 3 | \$ 240,851.57 |

Mailing Assumptions

| | |
|--------------------------|---------|
| Total Individuals Year 1 | 281,369 |
| Total Individuals Year 2 | 281,369 |
| Total Individuals Year 3 | 281,369 |
| Second Round Mailing? | Yes |

**NOTE: If the government decides not to pursue a second mailing, these costs will be reallocated as needed among other costs of debt abolished*

Rate sheet

| | |
|-------------------------|----------|
| Fee per Individual Yr 1 | \$ 0.856 |
| Envelope | 0.04 |
| Page 1 Color | 0.696 |
| Page 2 Color | 0.12 |
| Fee per Individual Yr 2 | \$ 0.890 |
| Fee per Individual Yr 3 | \$ 0.926 |

BUDGET DETAIL - PERSONNEL

Bi PERSONNEL

| Role | Name | Pctg Alloc | Hrs/Wk | Gross Salary | Tot Salary Alloc | Alloc Yr 1 | Alloc Yr 2 | Alloc Yr 3 |
|-----------------------------|--------------------|------------|--------|--------------|----------------------|------------------|------------------|-----------------|
| DTL Developer | Ahuja, Alok | 6% | 2.4 | | | | | |
| Sr Dir Debt Acquisition | Burroughs, Mikel | 6% | 2.4 | | | | | |
| Software Developer | Chu, Jonathan | 3% | 1.2 | | | | | |
| COO | Consul, Ravneeta | 3% | 1.2 | | | | | |
| General Counsel | Derbes, Michael | 6% | 2.4 | | | | | |
| AVP Analytics | Dougherty, Emily | 3% | 1.2 | | | | | |
| Manager, Debt Ops Admin | Freeman, Jeannine | 6% | 2.4 | | | | | |
| Accounting Manager | Henze, Ashton | 3% | 1 | | | | | |
| VP Finance & Administration | Knauerova, Jana | 4% | 1.6 | | | | | |
| VP Provider Relations | Lande, Ruth | 6% | 2.4 | | | | | |
| Grant & Project Manager | Legaspi, Joseph | 6% | 2.4 | | | | | |
| VP Communications | Lempert, Daniel | 5% | 2 | | | | | |
| Project Manager | McDermott, Jessica | 3% | 1.2 | | | | | |
| Provider Partnership Mgr | Messchi, Sanam | 6% | 2.4 | | | | | |
| Business Process Mgr | Nieuwkerk, Willem | 6% | 2.4 | | | | | |
| VP Info Systems | Reynolds, David | 4% | 1.6 | | | | | |
| Senior Software Developer | Russek, Charles | 2% | 0.8 | | | | | |
| Program Mgr, Constituents | Salvagno, Camila | 4% | 1.6 | | | | | |
| CEO & President | Sesso, Allison | 3% | 1.2 | | | | | |
| Data Analyst | Shah, Vishal | 6% | 2.4 | | | | | |
| Jr Software Developer | Simonov, Nikolai | 3% | 1 | | | | | |
| VP, Programs & Policy | Stahl, Eva | 4% | 1.6 | | | | | |
| Communications Manager | Telesford, Morgan | 3% | 1 | | | | | |
| Director Debt Acquisition | Toth, Michael | 6% | 2.5 | | | | | |
| AVP of Provider Relations | Zinda, Beth | 6% | 2.5 | | | | | |
| TOTAL | | | | | \$ 175,946 \$ | 56,364 \$ | 58,619 \$ | \$60,963 |

BUDGET DETAIL - FRINGE

Bii FRINGE BENEFITS

| Role | Name | Pctg Alloc | Hrs/Wk | Total Fringe | Tot Fringe Alloc | Alloc Yr 1 | Alloc Yr 2 | Alloc Yr 3 |
|-----------------------------|--------------------|---------------|--------|-----------------|---------------------|---------------|---------------|---------------|
| DTL Developer | Ahuja, Alok | 6% | 2.4 | | | | | |
| Sr Dir Debt Acquisition | Burroughs, Mikel | 6% | 2.4 | | | | | |
| Software Developer | Chu, Jonathan | 3% | 1.2 | | | | | |
| COO | Consul, Ravneeta | 3% | 1.2 | | | | | |
| General Counsel | Derbes, Michael | 6% | 2.4 | | | | | |
| AVP Analytics | Dougherty, Emily | 3% | 1.2 | | | | | |
| Executive Assistant | Godoi, Blanca | 2% | 0.8 | | | | | |
| Accounting Manager | Henze, Ashton | 3% | 1 | | | | | |
| VP Finance & Administration | Knauerova, Jana | 4% | 1.6 | | | | | |
| VP Provider Relations | Lande, Ruth | 6% | 2.4 | | | | | |
| Grant & Project Manager | Legaspi, Joseph | 6% | 2.4 | | | | | |
| VP Communications | Lempert, Daniel | 5% | 2 | | | | | |
| Project Manager | McDermott, Jessica | 3% | 1.2 | | | | | |
| Provider Partnership Mgr | Messchi, Sanam | 6% | 2.4 | | | | | |
| Business Process Mgr | Nieuwkerk, Willem | 6% | 2.4 | | | | | |
| VP Info Systems | Reynolds, David | 4% | 1.6 | | | | | |
| Senior Software Developer | Russek, Charles | 2% | 0.8 | | | | | |
| Program Mgr, Constituents | Salvagno, Camila | 4% | 1.6 | | | | | |
| CEO & President | Sesso, Allison | 3% | 1.2 | | | | | |
| Data Analyst | Shah, Vishal | 6% | 2.4 | | | | | |
| Jr Software Developer | Simonov, Nikolai | 3% | 1 | | | | | |
| VP, Programs & Policy | Stahl, Eva | 4% | 1.6 | | | | | |
| Communications Manager | Telesford, Morgan | 3% | 1 | | | | | |
| Director Debt Acquisition | Toth, Michael | 6% | 2.5 | | | | | |
| AVP of Provider Relations | Zinda, Beth | 6% | 2.5 | | | | | |
| TOTAL | | | | | \$ 23,864.30 | 16,269.14 | 5,639.97 | \$ 1,955.19 |

BUDGET DETAIL - CONTRACTUAL SERVICES

C CONTRACTORS AND CONSULTANTS

| Contractor Name | Role | Annual Comp | Pctg Alloc | TOTAL | Alloc Yr 1 | Alloc Yr 2 | Alloc Yr 3 |
|-----------------------|---------------------|-------------|------------|--------------|---------------|---------------|---------------|
| Outside Legal Counsel | Provider Agreements | 250,000.00 | 4% | \$ 34,961.92 | 11,200.00 | 11,648.00 | \$ 12,113.92 |
| | | - | | - | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| TOTAL | | | | \$ 34,961.92 | 11,200.00 | 11,648.00 | \$ 12,113.92 |

BUDGET DETAIL - OTHER DIRECT COSTS

D Other Direct Costs

| Vendor | Description | Annual Cost | Pctg Alloc | TOTAL | Alloc Yr 1 | Alloc Yr 2 | Alloc Yr 3 |
|-------------------------|---|----------------|---------------|----------------------|------------------|------------------|---------------------|
| Power BI | Internal reporting platform | 24,000.00 | 4% | \$ 3,356.34 | \$ 1,075.20 | \$ 1,118.21 | \$ 1,162.94 |
| Debt Engine Amortizatio | Amortized software dev costs | 365,000.00 | 4% | 51,044.40 | 16,352.00 | 17,006.08 | 17,686.32 |
| Vanta | SOC2 security tool | 12,500.00 | 4% | 1,748.10 | 560.00 | 582.40 | 605.70 |
| Definitive Healthcare | Debt acquisition contact database | 28,100.00 | 4% | 3,929.72 | 1,258.88 | 1,309.24 | 1,361.60 |
| LOB | MSP platform and service fees | 240,000.00 | 4% | 33,563.44 | 10,752.00 | 11,182.08 | 11,629.36 |
| Cyber Insurance | Cyber coverage necessary for HIPAA/SOC2 | 25,000.00 | 4% | 3,496.19 | 1,120.00 | 1,164.80 | 1,211.39 |
| Travel | Debt acquisition travel + grant travel | 5,000.00 | 100% | 15,000.00 | 5,000.00 | 5,000.00 | 5,000.00 |
| TOTAL | | | | \$ 112,138.20 | 36,118.08 | 37,362.80 | \$ 38,657.32 |

EXHIBIT D

GRANTEE'S DATA RETENTION AND ARCHIVING POLICY

Data Retention

Undue Medical Debt (“*Undue*”) shall maintain complete, accurate, and high-quality records in compliance with state and federal laws and guidance. Beneficiary records are to be retained for a period of ten years unless longer retention is required for contractual, legal, or regulatory requirements. Records that are no longer required, or have satisfied their required periods of retention, shall be destroyed or archived by Undue in a manner consistent with this Policy.

Certain disposable information may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose or because it is not a “record” required to be maintained pursuant to this Policy. Examples may include:

- Duplicates of originals that have not been annotated,
- Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official “record.”

Data & Device Disposal

Undue shall ensure that all restricted and confidential data is securely deleted from company devices prior to, or at the time of, disposal.

Confidential and Restricted hardcopy materials shall be shredded or otherwise disposed of using a secure method.

Personally identifiable information (PII) shall be collected, used and retained for ten years from the year of debt abolishment. Then the PII will be deidentified before archival following the guidance provided by the U.S. Department of Health and Human Services. Undue policy refers to the “Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.” The Privacy rule provides two methods by which health information can be designated as de-identified. Undue uses the “Safe Harbor” method. The following identifiers which are part of what Undue collects will be removed from the beneficiary data before the remaining data is archived:

- Names
- Addresses (The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000)
- All elements of dates including admission date, discharge date, death date and date of birth (years are retained)
- Telephone numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Fax numbers
- Device identifiers and serial numbers
- Email addresses
- Social security numbers (last four digits are retained)
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers

PII shall be securely deleted and disposed in accordance with company policy, contractual commitments and all relevant laws and regulations.

Archived Data

Deidentified PII would be archived and stored in secure location for a period of fifteen years. This timeline is determined by guidance provided by NIH Policy for Data Management and Sharing along with guidelines shared by universities interested in collaborating with Undue for research in this space. The first ten years is to conduct the research and then it is recommended that we retain this deidentified data for a period of 5 years after the year of publication. The following is a sample of the type of deidentified PII that would be archived:

- Year of birth
- Sex
- Race
- Ethnicity
- Marital status
- The first three digits of a zip code are retained if the total population with zip codes with those three digits is over 20,000
- Admission year
- Discharge year
- Year of death
- Insurance type
- Bankruptcy type
- Estimated household income
- Estimated household size
- Provider type

The retained data will not be sold. This is meant for research purposes only. After this archival period, the data will be deleted from Undue's archives.

Annual Data Review

The COO of Undue shall ensure that records and record storage systems are reviewed no less frequently than annually and that records are stored or destroyed in conformance with this Policy.

Legal Requirements

Under certain circumstances, Undue may become subject to legal proceedings requiring retention of data associated with legal holds, lawsuits, or other matters as stipulated by Undue's legal counsel. Such records and information are exempt from any other requirements specified within this Data Management Policy and are to be retained in accordance with requirements identified by the Legal department. All such holds and special retention requirements are subject to annual review with Undue's legal counsel to evaluate continuing requirements and scope. Destruction of records relating to litigation or governmental investigations may constitute a criminal offense.

EXHIBIT E
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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

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

| | |
|---|---|
| PRODUCER Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404 www.newfront.com | CONTACT NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 E-MAIL ADDRESS: TechCertRequest@newfront.com FAX (A/C, No): |
| INSURED Medical Debt Resolution, Inc. Undue Medical Debt 2807 Jackson Ave Fl 5 Long Island City NY 11101 | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: Gemini Insurance Company INSURER C: INSURER D: Palomar Excess and Surplus Insurance Co INSURER E: Landmark American Insurance Company INSURER F: |
| | NAIC # 30104 10833 16754 33138 |

COVERAGES**CERTIFICATE NUMBER:** 82919981**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------------------------|----------|----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 57SBAAT6EKM | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 57SBAAT6EKM | 10/1/2024 | 10/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 57SBAAT6EKM | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | | | | PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability | | | VNPL017176 | 10/1/2024 | 10/1/2025 | \$1,000,000 each Claim/\$3,000,000 Agg |
| D | Cyber | | | PLM-CB-SETADEUD3-003 | 10/1/2024 | 10/1/2025 | Agg: \$5,000,000 |
| E | 1st Excess Cyber | | | LHZ861565 | 10/1/2024 | 10/1/2025 | Agg: \$5,000,000 XS \$5,000,000 |

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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EXHIBIT F AMENDMENT
GRANTOR REQUIREMENTS

1. Medical Debt Resolution, Inc. dba Undue Medical Debt (“*Grantee*”) permits the grantor agency (Illinois Department of Healthcare and Family Services), the Illinois Auditor General, or the Illinois Attorney General to inspect and audit any books, records, or papers related to the program, project, or use for which grant funds were provided;
2. All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee shall be returned to the State of Illinois within 45 days; and
3. Grantee certifies under oath that all information in this grant agreement is true and correct to the best of the grantee’s knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of grant funds is conditioned upon such certification.