

SERVICE PROVIDER AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE NEW AMERICAN WELCOME CENTER AT THE UNIVERSITY YMCA FOR COMMUNITY SERVICES

This Service Provider Agreement (“Agreement”) is entered as of March 1, 2022, by and between the Young Men’s Christian Association of the University of Illinois (“YMCA”), with an address 1001 South Wright Street, Champaign, IL 61820 and the County of Champaign (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802, collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”);

WHEREAS, The County is authorized by Sections 602 and 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the public health emergency or its negative economic impacts, such as providing assistance to nonprofit organizations, including the organization’s programs and services, 35 CFR 35.6 (effective April 1, 2022);

WHEREAS, YMCA is a 501(c)(3) non-profit organization that serves the University of Illinois community and its mission is to develop campus and community leaders committed to social justice, environmental protection, interfaith cooperation and global engagement by fostering dialogue, reflection and action;

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting mental health and language access services of immigrant residents in Champaign County, hereby named, “Immigrant Services.”

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for funding Immigrant Services through the following understanding:
 - a. **Immigrant Services:** YMCA will provide mental health and language access services for immigrant individuals, operating between March 1st, 2022 and June 30th, 2023; with proposed program budget included in Appendix 1.
 - b. **Funding:** The County will transfer ARPA funds to YMCA in the amount of \$250,000 in support of these services beginning in County fiscal year 2022. The transfer of funds shall be made in six quarterly installments between March 2022 through June 2023 to coincide with the Immigrant Services program timeline. In order for funds to be released, YMCA must submit a Risk Assessment form as

provided by the County for the first installment; followed by submission of a Reporting Form as provided by the County for each of the remaining installments prior to release of funds. Both of these forms shall be made available by the County to YMCA in a fillable format.

2. Roles and Responsibilities of YMCA.

a. Oversight

- i. YMCA agrees to cooperate with site visits conducted by Champaign County Board Members and/or County staff, as requested, to tour and review programs in progress.
- ii. YMCA will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. YMCA will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include, but is not limited to: number of clients served, demographic information, program details, how the program responds to the pandemic, program timeline and status, and expenditure information and status. Reporting requirements will be provided by the County.
- iv. YMCA will provide to the County, upon reasonable notice, access to and the right to examine such books and records of YMCA and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. YMCA understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. YMCA will comply with all applicable statutes, ordinances and regulations. YMCA will not use any of these ARPA Funds for lobbying

purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, YMCA will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. YMCA will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program, and is liable for all subgrantee and partner activity related to this specific program agreement.

b. Immigrant Services

- i. Program: YMCA shall assist immigrant residents in Champaign County with the following provisions:
 - 1. YMCA shall provide mental health services for immigrants including but not limited to: in-person counseling, telehealth counseling, mental health evaluations, resources, programming, psychological evaluations in U.S. Citizenship and Immigration Services proceedings.
 - 2. YMCA shall provide services to assist immigrant communication through Q’anjob’lal Interpretation services, development of an Indigenous Language Training Cohort, and support a designated Language Access Planning Consultant.
 - 3. YMCA may engage partners and subgrantees to assist with immigrant services and will coordinate to provide all reporting and compliance information needed.
- ii. Governance: Immigrant Services shall be overseen by the Champaign County Immigrant Cooperative, the New American Welcome Center Advisory Board, and the YMCA Board of Governors, with the following responsibilities:
 - 1. Review reports
 - 2. Approve significant changes in staffing or programs prior to implementation.

3. Roles and Responsibilities of the County:

- a. Funding: The County shall provide ARPA Funds to YMCA in the amount of \$250,000, divided into six quarterly installments.
- b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law,

and in compliance with the intended purpose of the funds as set forth in this Agreement.

- c. The County is not responsible in any way for the operations of YMCA.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, YMCA shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if YMCA does not spend the ARPA Funds in accordance to the regulations and requirements specified in this Agreement, YMCA will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** YMCA agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by YMCA, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the

Agreement and all other provisions should continue in full force and effect as valid and enforceable.

11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of meditation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

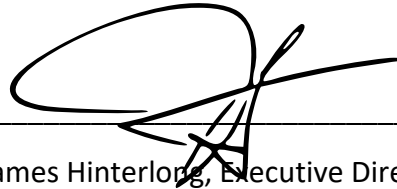
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN



Darlene A. Kloepfel, County Executive

UNIVERSITY YMCA



James Hinterlong, Executive Director

APPENDIX 1: YMCA PROPOSED PROGRAM BUDGET

BUDGET SUMMARY

Budget	
Joint Initiatives	\$135,740.00
<i>Mental Health</i>	\$59,235.00
<i>Language Access</i>	\$76,505.00
Agency Support for Joint Initiatives	\$114,260.00
<i>ISCU (subgrantee)</i>	\$25,629.00
<i>NAWC (recipient)</i>	\$36,076.00
<i>TIP (subgrantee)</i>	\$24,765.00
<i>TRC (subgrantee)</i>	\$27,790.00
Grand TOTAL	\$250,000.00