ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement ("Agreement") is dated as of the 10th day of January, 2023, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and the Crossroads Youth and Family Services, a not-for-profit Oklahoma corporation ("Subrecipient").

WHEREAS, the U.S. Department of Treasury ("Treasury") has allocated to the City \$22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA"), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule") effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds ("Compliance and Reporting Guidelines") dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted populations; and programs or services that respond to the public health emergency and the negative impacts of the pandemic (Final Rule, Section 35.6(b)(3)(ii)(B)(2)); and

WHEREAS, the City has identified non-profit support as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City Council authorized funds to be used as grants for local nonprofits; and

WHEREAS, the City entered into a contract on September 13, 2022 with United Way to administer the application and review process; and

WHEREAS, United Way received 34 applications and during the review process the United Way ARPA Impact Council recommended that grants be provided to 20 non-profits; and

WHEREAS, City and Subrecipient desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the City for the provision of services to address the negative impacts of the pandemic.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

- 1. <u>Effective Date and Term.</u> This Agreement shall commence when last executed by all parties and remain in effect until March 31, 2027 unless terminated by the City in writing.
- 2. <u>ARPA Funds.</u> The City agrees to provide the Subrecipient a total sum not to exceed \$40,000 within 30 days of the effective date of this Agreement to be used for qualifying expenses under the Final Rule related to services addressing the negative impacts of the pandemic on the condition that the funds are obligated by December 31, 2024 and expended by December 31, 2026.

- 3. <u>Subrecipient's Use of ARPA Funds.</u> The Subrecipient shall ensure that ARPA Funds requests are necessary to respond to the negative impacts of the public health emergency as provided in the Final Rule.
 - a. General Standards. Subrecipient must satisfy the requirements for all uses under the public health emergency and negative pandemic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm.
 - b. <u>Use of Funds Consistent with Application</u>. Subrecipient must use the funds for the purposes and uses described in its City of Norman ARPA Funding Application, attached hereto as Exhibit A.
- 4. <u>Ineligible Uses</u>. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a "rainy day" fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control's guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions of the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules.
- 5. <u>Reporting Requirements.</u> Subrecipient must submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during the term of this Agreement. Additionally, Subrecipient must submit an annual Project and Expenditure report covering each year under this Agreement beginning on the effective date and ending March 31, 2027. The annual report should be provided to City within fourteen (14) days of the end of each reportable year under this Agreement. Reports shall provide the following information:
 - a. <u>Project:</u> The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.

- b. <u>Obligations and Expenditures:</u> The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
- c. <u>Project Status</u>: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.
- d. <u>Program Income</u>: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
- e. <u>Adopted Budget</u>: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient's progress in program implementation.
- f. Project Demographic Distribution. Subrecipient must respond to the following:
 - i. What impacted and/or disproportionately impacted population does the project primarily serve?
 - ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.

Subrecipient will select from the following options:

	Impacted Population
Assistance to Non- profits	Low-income households and communities
proms	 Households in QCTs Households that qualify for federal benefits
	 Household income is at or below 185% of Federal
	Poverty Guidelines or income at or below 40% of area
	median income

- 6. <u>Termination</u>. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
- 7. <u>Independent Contractor.</u> Each party under this Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

- 8. <u>Indemnification</u>. The Subrecipient agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement.
- 9. <u>Compliance with Laws, Guidelines.</u> The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Final Rule and the Compliance & Reporting Guidelines to the extent applicable, when expending ARPA Funds pursuant to this Agreement. Failure to comply with such laws and guidelines may result in forfeiture of ARPA funds and the City shall be entitled to reimbursement of any ARPA funds expended hereunder.
- 10. <u>Maintenance and Audit of Records.</u> The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review and audit by the City or its designee for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient expended funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.
- 11. <u>Notices.</u> Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

<u>Subrecipient:</u> Crossroads Youth and Family Services Lori Thrower, Board Chair 1333 W. Main St Norman, OK 73069

With copies to: Wendy Swatek, Executive Director 1333 W. Main St. Norman, OK 73069 City of Norman Attn: Darrel Pyle, City Manager P.O. Box 370 Norman, OK 73070

With copies to: City of Norman Attn: Anthony Francisco, Finance Director P.O. Box 370 Norman, OK 73070

City of Norman Attn: Kathryn Walker, City Attorney P.O. Box 370 Norman, OK 73070

- 12. <u>Conflict of Interest.</u> The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.
- 13. Time. Time is of the essence in this Agreement.
- 14. <u>Survival</u>. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. These provisions include without limitation Indemnification and Maintenance and Audit of Records.
- 15. <u>Amendment.</u> No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
- 16. <u>Governing Law</u>; Venue. The Agreement will be governed in all respects by the laws of the State of Oklahoma, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted in the District Court of Cleveland County, Oklahoma.
- 17. <u>Non-Waiver</u>. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.
- 18. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

- 19. <u>Assignment.</u> The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.
- 20. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of ARPA Funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.
- 21. <u>No Third Party Beneficiaries</u>. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation that either Party has to the Department of Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.
- 22. <u>Severability</u>. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.
- 23. <u>Counterparts.</u> This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 24. <u>Authorization</u>. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

SUBRECIPIE	NT
By:	0
Printed Name:	lor throwcom
Title:	board chair
Date:	1/5/2023

CITY OF NORMAN, OKLAHOMA

By:

Larry Heikkila Mayor

Attest:

Brenda Hall City Clerk

Approved as to form and legality this _____ day of ______, 2023.

Kathryn L. Walker City Attorney

Admin View

Organization Overview				
Organization Overview				
*Organization Name:	Crossroads Youth & Family Services			
*501(c)3 number:	731254978			
*CEO/Organization Director:	Wendy Swatek			
Contact for this proposal				
*First Name:	Jennifer			
*Last Name:	Prince			
*Address:	1333 W. Main St.			
*Email:	jenniferp@crossroadsyfs.com			
*Phone Number:	405-922-7093			
Mailing Address				
*Street Address:	1333 W. Main St			
*City:	Norman			
*State:	Oklahoma			
*Zip Code:	73069			
*Phone Number:	405-292-6440			
*Is your Physical Address different from Mailing Address?	Yes			
Physical Address				
*Street Address:	1650 W. Tecumseh Rd.			
[*] City:	Norman			
*State:	Oklahoma			
Zip Code:	73069			
Amount Requested from City of Norman:	\$40,000.00			

Program Information Overview

Program Name:	
rogram Name.	Crossroads Youth & Family Services Counseling
Focus Area:	Capital funding (could include vehicles)
ercentage of people served identifying as (add '0' in case of null)
ender	
Percentage of Male:	65
Percentage of Female:	35
Percentage of Non-binary:	0
thnicity	
Percentage of Asian or Pacific Islander:	0
Percentage of Black or African American:	12
Percentage of Hispanic or Latino:	5
Percentage of Native American or Alaskan Native:	6
ercentage of White or Caucasian:	50
ercentage of Multiracial or Biracial:	12
this a new program for your agency?	No
lumber of years your organization has been in operation?	53
emized budget for funds received from City of Norman (Attach idget sheet):	Arpa (2).xlsx

*Implementation Schedule for Project:

Already Completed:Select from the three bids obtained to make the health and safety updates to the counseling center once ARPA funds are received.

Present-January 2023:Make safety upgrades to the counseling center includingincreasing the space for teen group counseling room.

Present-May: Working with Norman Public Schools in response to the safety thread assessment program. Add additional contractors to the team to help meet the growing needs based on pandemic related outcomes.

January 2023: Work with team to make technology updates for the infrastructure of the counseling center including virtual and language options.

Narrative

Narrative

*Provide a description of the organization's capacity and relevant experience in operating the proposed program.

Crossroads Youth & Family Services provides fair services throughout our catchment area. Our prevention and education efforts are part of the overall counseling program that addresses specific needs in each of the respective communities within Cleveland County. Prevention and education programs help to fulfill the organization's commitment to ensure that all families with school-age children can receive services despite economic and/or transportation difficulties.

The demand in the Norman community, and greater Oklahoma, have expanding waitlists for counseling services for youth and families. To ensure service delivery, Crossroads expanded services to include more group psychotherapy and family therapy opportunities. Using telehealth still allows Crossroads to reach more youth and families. This year, Crossroads completed another 3-year certification through CARF International.

Crossroads Youth & Family Services, Inc. provide effective programs and services for the growing needs of Oklahomans. Supporting its mission of promoting the healthy lifestyles and emotional wellbeing of children, youth, and families, we now have many programs, including counseling services, a youth shelter, and Head Start/ Early Head Start programs throughout the state of Oklahoma. Crossroads YFS provides upstream solutions to help prevent the effects of child abuse and neglect.

The Crossroads Youth & Family Services counseling services seek to empower youth to discuss mental health through education, encouragement, and collaboration with other youth with counselors available to help facilitate growth and understanding. Crossroads YFS also provides individual counseling services for youth and families regardless of their ability to pay.

Crossroads YFS performs internal audits, external audits, meetings with stakeholders, CARF accreditation, Head Start/ Early Head Start, policy council, and board members committed to youth services. Besides these regulatory measures, Crossroads and board members are involved in various community coalitions since our board comprises teachers, principals, counselors, local government officials and other key members of each catchment area.

Provide a description of the program including:

- A.Program Activities
- **B.Population served**
- C.How many people will benefit from program
- *Please provide the detail description for the above:

Covid-19 has a lasting impact on the Norman community. Increased truancy, juvenile delinquency, and risky behavior choices because of mental health issuesare just a few of the outcomes from the pandemic. The Crossroads Youth & Family Services counseling team seeks to mitigate these outcomes for disproportionately affected communities- school-age youth, youth in foster care, and youth facing housing displacement. About ten percent ofyouth in Oklahoma have at least one mental health disorder, but only fifty percentreceive treatment. These numbers increase with socioeconomic indicators like poverty, incarcerated parents, or single-parent households.

The ARPA funding requested for Crossroads Youth & Family Services helps support our partnership with Norman Public Schools to increase access to services for all youth and families in need of services. The funds will increase access to mental health training for school staff and assist with the comprehensive school mental health system using safety thread assessments.

Crossroads YFS also provides individual counseling services for youth and families regardless of their ability to pay. Counseling services are readily available for youth living in the Crossroads Emergency Youth Resource Center while awaiting permanent placement. Providing health-related updates to the counseling center will help reach more youth and families in need of services. This funding allowsCrossroads to make some needed updates to the counseling center to provide a safe space for the families we serve.

Short-term outcomes from this project prove youth feel they have an adult they can count on and they can experience a sense of hope about the community.

*If awarded, how will this funding be used?

If awarded ARPA funding, the following capital expenses will help meet the increasing need for mental health services for children and teens in Norman, OK. The funding will facilitate a healthier space for teens to meet for group sessions, which will increase the number of youth receiving mental health services by 25%. Specifically, this funding will allow a more open, healthy environment for group counseling sessions specifically designed for trauma-informed sessions for children and teens. Some of the specific upgrades include reducing dusts and debris by removing carpeting, increasing ventallation and air quality, and increasing the space by removing a wall that makes the small limited to serve more youth and families.

The second expense also directly impacts reach by providing more technological upgrades to provide education, resources, and tools for underserved communities in Norman. These include virtual sessions, remote psychoeducational learning options, and even connecting with families that are unable to attend traditional counseling.

*Provide a detailed description of the population to be served (target population, age group, low income, moderate income, etc.):

Crossroads Youth & Family Services offers a wide range of outpatient mental health, case management services, prevention, early intervention, psycho-educational and residential programs. The purpose of all services provided is to enable persons served to achieve the highest possible level of functioning and to maintain long-term independent living skills while receiving services. Services are offered to individuals or families to obtain assistance for emotional, social and/or behavioral problems.

Eligibility for counseling services at Crossroads Youth &Family Services depends upon the family residing in Cleveland County and having at least one child under the age of 18 years living in the home. Services cannot be provided when the child is beyond 18 years of age or there is no parent or legal guardian living in Cleveland County. Exceptions can be made based on individual circumstances. Additionally, children who require psychiatric care are also referred to mental health clinics or a private psychiatrist/medical doctor in order to provide the best quality of services.

Crossroads works primarily with clients considered low income. Our psychoeducational groups, in particular, work with schools designated as Title I schools within Norman Public Schools.

*Describe intake procedures:

The Director of Counseling Services will determine who at the organization is best equipped to process the intake and the location where services will take place. The designated staff will record preliminary intake information over the telephone, which will include: presenting problem, need for services, legal eligibility criteria (if appropriate). Once the referral is generated the Director of Counseling Services prioritizes them based on the severity of the presenting problem and the length of time on the wait list. The Director of Counseling Services will assess for the appropriateness of services and if applicable the availability of funding sources then assign the referral to a clinician and they will schedule a Psychosocial Intake Assessment.Each organization program and service has eligibility criteria and procedures pertaining to the services of that program including length of service.This information is further discussed with the person served during the Psychosocial Intake Assessment and includes a face-to-face interview documenting the immediate needs of the person served.

Should a person served identify an immediate need for services, a counselor will be notified and, if possible, will speak to the client on the phone. If it is assessed that the person served is in crisis, a counselor will either schedule a time to meet with them face-to-face within 48 hours, or if the need is more serious will refer them to the appropriate service, i.e. psychiatric hospital or emergency room.

Funding and Schedule

Funding and Schedule

*Attach an itemized budget for funds received from City of Norman:

*Additional Funding Sources for project:

Counseling Programs are funded through a state contract with the Office of Juvenile Affairs/Community-Based Youth Services, Community At-Risk Services, fees that are assessed on a sliding scale, and Title XIX (Medicaid) funding for eligible clients. However, clients are never denied services based on their ability or refusal to pay.

Other services are funded through various funding sources including private donations and other grants to allow programs and services to meet the needs of all stakeholders in our catchment area. Some non-monetary funding for our programs includes intern programs established through the universities present or adjacent to Norman. Crossroads maintains a relationship with local governments, which provided funding for a new classroom at the Emergency Youth Shelter. We are also a proud partner with United Way of Norman.

*Implementation Schedule for Project:

Already Completed:Select from the three bids obtained to make the health and safety updates to the counseling center once ARPA funds are received.

Present-January 2023: Make safety upgrades to the counseling center including increasing the space for teen group counseling room.

Present-May: Working with Norman Public Schools in response to the safety thread assessment program. Add additional contractors to the team to help meet the growing needs based on pandemic related outcomes.

January 2023: Work with team to make technology updates for the infrastructure of the counseling center including virtual and language options.

Organization Information

Organization Information				
*Did you receive any federal assistance related to COVID to address financial hardships?	Yes			
*Explain in detail:				
Crossroads Youth & Family Services received a \$156,200 PPP loan and forgiveness to assist with the				
emergency youth shelter and counseling offices, which remained fully functional during the pandemic.				
This accounted for 28 jobs that didn't have to be reduced due to revenue loss.				
*Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.				

Crossroads Youth & Family Services, Inc. provide effective programs and services for the growing needs of Oklahomans. Supporting its mission of promoting the healthy lifestyles and emotional wellbeing of children, youth, and families, we now have many programs, including counseling services, a youth shelter, and Head Start/ Early Head Start programs throughout the state of Oklahoma. Crossroads provides upstream solutions to help prevent the impacts of child abuse and neglect.

The Crossroads Youth & Family Services counseling services seek to empower youth to openly discuss mental health through education, encouragement, and collaboration with other youth with counselors available to help facilitate growth and understanding. Crossroads YFS also provides individual counseling services for youth and families regardless of their ability to pay. Services also include juvenile justice services for youth experiencing legal troubles. Additionally, the counseling services are readily available for youth residing in the Crossroads Emergency Youth Resource Center.

Since 1969, Crossroads continues to serve Cleveland County with an emergency resource center for runaway and homeless youth. Our shelter also provides care for displaced youth because of alleged abuse or neglect.

Our Head Start/Early Head Start Program serves Cleveland, Pottawatomie, Seminole, Comanche, and Lincoln Counties to provide services for families during a child's most formative years. It is the goal of this program to provide the most comprehensive tools for a healthy childhood and family development to close the achievement gap.

*Explain in detail how the requested funds for the project relate to COVID?

Increased truancy, juvenile delinquency, and risky behavior choices because of mental health issues are just a few of the outcomes from the pandemic. The Crossroads Youth & Family Services counseling team seeks to mitigate these outcomes for disproportionately affected communitiesschool-age youth, youth in foster care, and youth facing housing displacement. About ten percent of youth in Oklahoma have at least one mental health disorder, but only fifty percent receive treatment. These numbers increase with socioeconomic indicators like poverty, incarcerated parents, or singleparent households.

Primary pain points created by the pandemic include health related updates needed at the Crossroads' counseling center. The lack of space inhibits the number of youth served at the Crossroads' counseling center. These updates allow safe, socially distanced spaces to host groups on location. Additional pain points include technology structure updates needed to allow more virtual and technologically advanced services for families hit hardest by the pandemic. Workforce is another area hit significantly by the pandemic because the need for mental health services in partnership with Norman Public Schools is growing in response to pandemic related mental illness with students unable to receive services for years.

Project Demographic Distribution

Project Demographic Distribution *What impacted and/or disproportionately impacted population does Lower Income Families in Norman, OK the project primarily serve? *If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served: Crossroads Youth & Family Services offers a wide range of outpatient mental health, case management services, prevention, early intervention, psycho-educational and residential programs. The purpose of all services provided is to enable persons served to achieve the highest possible level of functioning and to maintain long-term independent living skills while receiving services. Services are offered to individuals or families to obtain assistance for emotional, social and/or behavioral problems. Eligibility for counseling services at Crossroads Youth & Family Services depends upon the family residing in Cleveland County and having at least one child under the age of 18 years living in the home. Services cannot be provided when the child is beyond 18 years of age or there is no parent or legal guardian living in Cleveland County. Exceptions can be made based on individual circumstances. Additionally, children who require psychiatric care are also referred to mental health clinics or a private

psychiatrist/medical doctor in order to provide the best quality of services.

*Neighborhood Location/Service: What area served?

Norman not targeted by neighborhood.

ARPA BUDGET

City of Norman

Income

40,000

Expenses

Flooring	25,000
Wall removal	5000
Technological upgrades	10,000

ARPA BUDGET

City of Norman

Income

40,000

Expenses

Flooring	25,000
Wall removal	5000
Technological upgrades	10,000