

## ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement (“Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Norman, Oklahoma, a municipal corporation (“City”), and the Full Circle Adult Day Care Center, Inc., 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. Effective Date and Term. 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. ARPA Funds. The City agrees to provide the Subrecipient a total sum not to exceed \$100,000 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. Subrecipient's Use of ARPA Funds. 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. Use of Funds Consistent with Application. 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. Ineligible Uses. 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. Reporting Requirements. 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. Project: 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. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.
- c. Project Status: 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. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.
- e. Adopted Budget: 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:

	<b>Impacted Population</b>
Assistance to Non-profits	<ul style="list-style-type: none"> <li>• Low-income households and communities</li> <li>• Households in QCTs</li> <li>• Households that qualify for federal benefits</li> <li>• Household income is at or below 185% of Federal Poverty Guidelines or income at or below 40% of area median income</li> </ul>

- 6. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.
- 7. Independent Contractor. 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. Indemnification. 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. Compliance with Laws, Guidelines. 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. Maintenance and Audit of Records. 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. Notices. 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:

**Subrecipient:**

Vicki Anderson, Board President  
4223 28<sup>th</sup> Ave NW  
Norman, OK 73069

*With copies to:*  
Kim Zaman, Executive Director  
4223 28th Ave NW  
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. Conflict of Interest. 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. Survival. 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. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.
16. Governing Law; 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. Non-Waiver. 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. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

- 19. Assignment. 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. Entire Agreement. 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. No Third Party Beneficiaries. 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. Severability. 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. Counterparts. 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. Authorization. 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.

**SUBRECIPIENT**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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**

<b>Organization Overview</b>	
*Organization Name:	Full Circle Adult Day Center Inc
*501(c)3 number:	731489357
*CEO/Organization Director:	Kim Zaman
<b>Contact for this proposal</b>	
*First Name:	Kim
*Last Name:	Zaman
*Address:	4223 28th Ave NW Norman OK 73069
*Email:	director@fullcircleok.org
*Phone Number:	405-447-2955
<b>Mailing Address</b>	
*Street Address:	4223 28th Ave NW
*City:	Norman
*State:	Oklahoma
*Zip Code:	73069
*Phone Number:	405-447-2955
*Is your Physical Address different from Mailing Address?	No
*Amount Requested from City of Norman:	\$250,000.00

**Program Information Overview**

<b>Program Overview</b>	
*Program Name:	Full Circle Adult Day Services
*Focus Area:	Agency Assistance (Financial Hardship because of COVID)
<b>Percentage of people served identifying as (add '0' in case of null)</b>	
<b>Gender</b>	



*Percentage of Male:	45
*Percentage of Female:	55
*Percentage of Non-binary:	0
<b>Ethnicity</b>	
*Percentage of Asian or Pacific Islander:	2
*Percentage of Black or African American:	10
*Percentage of Hispanic or Latino:	5
*Percentage of Native American or Alaskan Native:	3
*Percentage of White or Caucasian:	80
*Percentage of Multiracial or Biracial:	0
*Is this a new program for your agency?	No
*Number of years your organization has been in operation?	27
*Itemized budget for funds received from City of Norman (Attach budget sheet):	City of Norman Itemized Budget.xlsx
*Additional Funding Sources for project:	
<p>Additional funding for the program comes from the United Way of Norman, the City of Norman Social and Voluntary Services Commission, private foundations, individual &amp; business donors, and churches. Full Circle receives government funding in part for fee reimbursements from the Veteran's Administration, The Department of Human Services, the Department of Developmental Disabilities, and Advantage Waiver Medicaid.</p>	
*Implementation Schedule for Project:	
<p>Full Circle will utilize funding immediately upon receipt. Funds will go to support operations to aid in recovery from pandemic related financial hardship. All funding will be committed per guidelines for program operational expenses from March 2021, and through December 2024.</p>	

**Narrative**

<b>Narrative</b>
*Provide a description of the organization's capacity and relevant experience in operating the proposed program.

Full Circle has over 27 years of history operating as a licensed adult day center. The current Executive Director started running the adult day services program in its infancy stages and, by the year 2005, the program's daily census reached its capacity at 27 average participants a day, and held a waiting list of 30+ people in need of services. This Executive Director returned in June 2021, in the midst of the pandemic, and is dedicated to help Full Circle rebuild its census with tried-and-true methods. Census (daily average participants) increased 60% YOY the first year and has increased an additional 35% just five months into the current fiscal year. In November 2022, Full Circle reached a target goal of its first day of 27 participants in attendance and over 40 families served in one week.

**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:

A. The Full Circle Adult Day Services program is open Monday-Friday from 7:30am-5:30pm. Participants arrive via handicapped accessible bus or families may drop them off for the day. Participants are served breakfast, lunch, and an afternoon snack from a menu approved by a Registered Dietician. Participants receive health monitoring and medication administration by a Licensed Practical Nurse and Medication Technicians. Participants receive personal care assistance by Certified Nursing Assistants, such as help with transfers, walking, and toileting. The program contains a full day of recreational activities that are designed to promote physical, cognitive, social, and emotional wellbeing. Participants return to their families' care for evenings and weekends. Caregivers of participants receive support and resources. Knowing their loved ones are safe at Full Circle, Caregivers can continue working or simply enjoy a much-needed break (respite) from the demands of caregiving. In result, Adult Day Service programs help prevent or delay institutionalization of seniors and disabled adults. Full Circle is the only licensed Adult Day Center in Norman for over 27 years. Families often refer to the program's services as making the biggest difference in their lives as a caregiver. We have family members that, although they are no longer caregivers, continue to come to our monthly caregiver support group to help current caregivers.

B. Full Circle serves seniors and disabled adults.

C. We anticipate serving 300 individuals (participants + caregivers) in FY2023.

\*If awarded, how will this funding be used?

Funding will be used to mitigate financial hardships by supporting the operations of the existing facility. Funding received will go towards scholarships for Participants' attendance, social services/outreach, utilities, food, pay and benefits for returning program healthcare employees, and mortgage. An itemized budget is attached.

The program experienced severe financial hardship due to the pandemic. Annual revenues decreased from \$615,000 to \$384,000. Ninety percent of the participants served are the most vulnerable population, elderly at-risk of severe illness and death from Covid-19. The center was forced to close in March 2020. The center reopened in June 2020 but experienced a loss in fee reimbursement due to low census and enrollments. State regulations require employees be Certified Nursing Assistants and Licensed nurses. Due to healthcare staff shortages, wages in the long-term care industry increased significantly (40-60 percent). We need to increase community outreach and recently hired a social services director to build awareness and conduct new enrollments.

Out of 41 Adult Day Centers in the state, 21 centers had to close permanently. Full Circle reopened in 2020, but not without cost. Emergency loans of \$250,000 were obtained (100,000 business loan and 150,000 SBA EIDL loan). These are now in a repayment status.

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

We serve a diverse population with a variety of needs. The majority of our population served have limited income and are in need of financial assistance (70 percent). Ninety percent of our target population are elderly with a physical and/or cognitive impairment that requires supervision and/or assistance in daily activities. We serve a smaller population of developmentally disabled and/or physically disabled adults that are in need of adult day services (about 10 percent).

\*Describe intake procedures:

All Full Circle participants and their caregivers participate in a thorough evaluation and intake process. Each family meets with a Full Circle representative and undergoes a psychosocial assessment and medical assessment prior to acceptance in the program. A physician is required to complete an assessment and update this assessment every six months while the participant is enrolled in the program. The assessment determines the level of financial, physical, social, emotional, nutritional, and behavioral needs. The assessment helps the family determine how many days a week a participant attends the program.

Upon admission, a care plan is designed to meet each participant's individual and unique needs. Care plans are reviewed and updated with significant changes and/or every six months.

## Funding and Schedule

<b>Funding and Schedule</b>	
*Attach an itemized budget for funds received from City of Norman:	City of Norman Itemized Budget.xlsx
*Additional Funding Sources for project:	
<p>Additional funding comes from Participant fees for attendance paid in part by the Department of Human Services, Advantage Waiver Medicaid, the Veteran's Administration, and the Department of Developmental Disabilities. The program is also funded in part by the United Way of Norman, the Social and Voluntary Services Commission, individual &amp; business donations, churches, and private foundations.</p>	
*Implementation Schedule for Project:	
<p>Full Circle will implement its funding received and project immediately upon receipt for the success of the program recovery. The program was paused in March of 2020 due to the emergency lockdown and reopened in June 2020. Full Circle implemented its program with the help of \$250,000 in loans, which has to be repaid. We will utilize funding immediately upon receipt towards operations. All funding will be committed per guidelines, from March 2021 through December 2024.</p>	

**Organization Information**

<b>Organization Information</b>	
*Did you receive any federal assistance related to COVID to address financial hardships?	Yes
*Explain in detail:	
<p>Full Circle received an IPS grant of \$22,378 and a Department of Commerce grant for \$25,000.</p> <p>We received federal PPP (Paycheck Protection Program) loans for \$45,197.</p> <p>We received a federal SBA Economic Injury Disaster Loan (EIDL) in the amount of \$150,000 which we will need to pay back.</p> <p>We received a federal tax credit (Employee Retention Credit) for \$88,622.</p>	
*Provide a brief description of the organization's capacity and relevant experience in operating the proposed program.	

Full Circle has over 27 years of history in running a licensed adult day center. The current Executive Director started running the adult day services program in its infancy in 2001 and, by 2005, the program's census increased 300% in average daily attendance, was at capacity of 27 average participants a day, and held a waiting list of 30+ people in need of services. This Executive Director returned June 2021, in the midst of the pandemic, to help Full Circle overcome hardship with tried and true methods. Census (daily average participants) increased 60% YOY the first year and has increased an additional 35% just five months into the current fiscal year. In November 2022, Full Circle reached a target goal of 27 participants in attendance at the center in one day; and serving over 40 individual participants & their families in a week.

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

Full Circle's Adult Day Services program needs the requested funding to mitigate financial hardship, such as supporting payroll costs and benefits, and support of operations of the existing facility.

It has been a difficult road to recovery for Adult Day Centers across the state. For instance, there were 41 adult day centers in the state pre-pandemic; 21 of these centers were forced into closure permanently by July 2022. Full Circle is the only licensed adult day center in Norman for 27 years, and we need to ensure the center's viability to serve the community for the future in increasing aging population. This grant would aid the program towards recovery.

Our program experienced extreme financial hardship. Annual revenues decreased from \$612,000 in FY2019 to \$361,000 in FY2021. Ninety percent of the participants served are the most vulnerable, elderly at-risk of severe illness and/or death from Covid-19. The center was forced to close in March 2020 with the lockdown order. Full Circle reopened in June 2020, but not without cost. Emergency loans of \$250,000 were obtained (\$100,000 non-governmental business loan and \$150,000 SBA EIDL loan).

Fee reimbursement decreased due to census. We needed greater outreach efforts to increase enrollments. Scholarship need doubled from 2019 to 2022.

Funding received will go towards program operations in the form of attendance scholarships for Participants, the social services/outreach position to increase enrollments, outreach program supplies, utilities, food, pay and benefits for returning program healthcare employees, and mortgage expenses. These expenses fall under the enumerated guidelines for funding.

**Project Demographic Distribution**

**Project Demographic Distribution**

\*What impacted and/or disproportionately impacted population does the project primarily serve?

Seniors and disabled adults

\*If the project primarily serves more than one impacted and/or disproportionately impacted population, select up to two additional populations served:

Full Circle also serves the caregivers of seniors and disabled adults, as well as the senior and disabled adult. We offer support and resources for caregivers. While participants attend the program, caregivers are then able to continue working, or simply enjoy a much-needed break (respite) from the demands of caregiving.

\*Neighborhood Location/Service: What area served?

All of Norman. Full Circle is the only licensed adult day center in Norman.

**City of Norman ARPA Funding  
Full Circle Adult Day Center, Inc | Zaman, Kim**

**BUDGET**

*City of Norman Covid Funding*

Scholarships for Participants	20000
Outreach Social Services Position	50000
Outreach/Program Supplies	2000
Utilities	8000
Food	20000
Program Healthcare Direct Staff Payroll	65000
Mortgage	50000
Returning Staff Benefits	35000
<b>Total</b>	<b>250000</b>

*City of Norman ARPA Funding  
Full Circle Adult Day Center, Inc | Zaman, Kim*

**BUDGET**

*City of Norman Covid Funding*

Scholarships for Participants	20000
Outreach Social Services Position	50000
Outreach/Program Supplies	2000
Utilities	8000
Food	20000
Program Healthcare Direct Staff Payroll	65000
Mortgage	50000
Returning Staff Benefits	35000
<b>Total</b>	<b>250000</b>