



Grant Agreement

ARPA Senior Chore Program

This master agreement establishes terms between the following parties:

Grantor:

Oakland Livingston Human Service Agency
196 Cesar E. Chavez Avenue
Pontiac, MI 48342

Grantee:

City of Royal Oak
203 South Troy Street
Royal Oak, MI 48067

Source of Funding: US Department of Treasury through Oakland County, Michigan

Unique Federal Award Identification Number (FAIN): SLFRP2640

ALN/CFDA Number/Name: 21.027; CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Project Title: Oakland Senior Chore Program

Pass Through Entity: Oakland Livingston Human Service Agency

Overview:

On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 (“ARPA”) into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund (“LFRF”) dollars under ARPA.

The United States Department of Treasury has issued a final rule, and other guidance for qualified uses of LFRF. Those qualified uses include responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Oakland County has determined that this grant program is a qualified use of LFRF funds pursuant to the final rule and other applicable Department of Treasury guidance. On October 17, 2023, the Oakland County Board of Commissioners appropriated up to \$3,000,000 in LFRF funds for OLHSA and the Senior Chore Program.

The Grantee, through a grant application and review process, has been selected as a subaward recipient of the LFRF funds appropriated by the Oakland Grantor Board of Commissioners. This grant agreement sets terms to accomplish the disbursement, use, and reporting of these funds.

The parties agree:

1. **Grant Funding:** Subject to the terms and conditions of this Contract, and in reliance upon the Grantee's affirmations set forth below, the Grantor agrees to make, and the Grantee agrees to accept, the grant funds.
 - a. Grantor will distribute \$100,000 in grant funds to Grantee.
 - b. Grantee Federal EIN: 38-6004646
 - c. Grant Award Date: June 3, 2024
 - d. Period of Performance Start and End Date: June 3, 2024 to July 30, 2026
 - e. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect Costs are not eligible for this Contract.
 - f. Primary Contact Person for Grantor: Marie Verheyen, Program Manager
mariev@olhsa.org, 248-895-4273
 - g. Primary Contact Person for Grantee: Jill Martin, Management Analyst
 - h. Phone Number and Email of Primary Contact Person for Grantee: 248-246-3202,
jill.martin@romi.gov
 - i. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with the guidelines for ARPA funds. Exhibit A
2. **Grantee Affirmations:**
 - a. Grantee affirms that any and all representations made to Grantor in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been relied on by the Grantor to provide funding under this Contract. Grantee shall promptly notify Grantor, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation

or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Contract.

- b. Grantee will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Contract is signed by both Parties.
 - c. Grantee may not use grant funds for expenses for which the Grantee has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized by law. Grantee shall promptly notify Grantor if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Contract. Grant funds may not be used to cover expenses that were reimbursed by insurance.
 - d. Grantee shall not carry out any activities under this Contract that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the Grantor to the Grantor. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Grantee shall use all grant funds it receives under this Contract by July 30, 2026. Any grant funds not used by that date must be returned to Grantor.
 - f. Grantee understands that the grant funds it receives under this Contract are a subaward of Grantor's LFRF funds, and that Grantor is required to manage and monitor any subrecipient of LFRF funds. Therefore, Grantee agrees to comply with any subrecipient monitoring requirements established by Grantor or by Federal law.
3. **Repayment/Remedies:** Grantee is subject to repayment to the Grantor of an amount equal to the grant funds received by Grantee in the event Grantee has made material misrepresentations to the Grantor in its Application, voluntary bankruptcy or insolvency

proceedings are commenced against the Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Contract. In the event Grantor later determines the information Grantee provided in conjunction with this Contract, or that Grantee was ineligible for the grant funds, or that Grantee's use of the grant funds following receipt was contrary to this Contract, Grantee agrees to repay the grant funds to Grantor in full. Grantor further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies. Any grant funds not retained for administrative costs or used for established senior chore program goals at the conclusion of the Contract/grant shall be returned to Grantor within 30 days.

4. **Grantee Indemnification**: Grantee shall indemnify, defend, and hold the Grantor harmless from all Claims, incurred by or asserted against the Grantor by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Grantee or Grantee's Employees. Grantee further agrees to indemnify and hold Grantor harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Contract as described in Section 6.
5. **No Indemnification from Grantor**: Grantee shall have no rights against Grantor for indemnification, contribution, subrogation, or any other right against Grantor unless expressly provided herein.
6. **Tax Liability**: Grantor and Grantee agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Grantee agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Grantee acknowledges that Grantee will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so.
7. **Conflict of Interest**: Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Grantee shall disclose to Grantor the identity of all Grantee Employees and all relatives of Grantee Employees who: a) are employed by the Grantor or are elected or appointed officials of the Grantor, on the date this Contract is executed; and b) becomes employed or appointed by the Grantor or becomes an elected official of Grantor during the term of the Contract.
8. **Access to Records and Audit**: Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Contract. Grantor reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this exhibit.

Grantee shall maintain all records pertinent to the Contract and any Amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to Grantor, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Contract shall be made available to Grantor, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Grantee within 30 days after receipt by the Grantee. Failure of Grantee to comply with the audit requirements will constitute a violation of this Contract.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Grantee spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Grantee monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Grantee to comply with the audit requirements will constitute a violation of this Contract. Grantee may be required to submit a copy of that audit to the Grantor in accordance with the Uniform Guidance.

9. **Reporting:** Grantee shall provide quarterly reports that are due to Grantor according to the below schedule:

Performance Report Period	Due Date
June 3, 2024 to June 30, 2024	July 10, 2024

July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

The following reporting information related to senior chore services has been identified by Oakland County as data to be reported on a quarterly basis:

- a. Recipient demographics – including race, age, ability status, and ethnicity
- b. Services Provided- the number of households served during the quarter and the type of service delivered
- c. Progress report- narrative on activities performed

See Exhibit B 1 & 2

10. Compensation: Grantee shall be reimbursed on a quarterly basis for actual expenses and shall submit an expense report with a detailed general ledger supporting the expenses according to the below schedule.

Expense Report Period	Due Date
June 3, 2024 to June 30, 2024	July 10, 2024
July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

See Exhibit C

11. Compliance with Laws: Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Contract and grant. This includes the following:

- a. Grantee must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information Grantor designates as sensitive or the Grantee

considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

- b. Grantee must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Contract and made a part of this Contract.

12. **Assignment.** Grantee may not assign any of its rights or obligations under this Contract to any person or entity.

13. **Electronic Signatures.** This Contract may be signed in counterparts with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.

The Parties agree to the above terms and conditions:

FOR THE GRANTEE:

Signature: _____
Name:
Title:
Date:

FOR THE GRANTOR:

Signature: _____
Name: Susan Harding
Title: Chief Executive Officer
Date:

EXHIBIT A: ALLOWABLE ACTIVITIES AND USE OF FUNDS

- A. **Planning Activities-** Mini-grant funds may be used for research, needs assessment, technical assistance engagement, and program design activities.
- B. **Direct Services:** Mini-grant funds must be used on yard services for residents who are at least 62 years of age with an income at or under 80% of HUD area median income. CVTs may also elect to serve income eligible residents who are younger than 62 with a physical disability. If the number of qualifying households exceeds the amount of available funds, CVTs may establish stricter eligibility criteria based on priorities designed to serve those most in need such as the oldest or lowest income residents.

Through staffing or contractors, CVTs will provide some or all of the following yard services:

- Snow removal*
- Lawn mowing*
- Yard Clean Up
- Bush Trimming
- Gutter Cleaning

CVTs may use written self-declaration of age and income and are not required to collect proofs. CVTs must establish written policies on eligibility, prioritization processes, and enrollment procedures. CVTs must create and maintain a waiting list of eligible applicants once capacity has been reached. CVTs must comply with non-discrimination practices in their outreach and enrollment. CVTs must engage in outreach to make those most in need aware of the services.

Mini-grant funds may be used for program promotion and outreach, enrollment, and ongoing program coordination activities.

NOTE: CVTs may allocate 15% of their award to OLHSA to provide the following activities:

- Promote and perform outreach to recruit seniors for the senior yard program
- Send enrollment packets and correspondence prior to each season to existing participants
- Assist new prospective participants with application procedures
- Collect eligibility documentation
- Certify and enroll applicants
- Provide a list of eligible clients to municipality within established timeline.
- Continue to collect applications, certify eligibility, maintain a waiting list, and move people off the waiting list as vacancies in the program occur

- Provide referrals and linkages to enrolled clients, ineligible applicants, and those on the waiting list

C. Program Administration

- Reporting- fiscal and performance reporting activities
- Contractor Oversight
- Evaluation- review of program successes and course corrections; analyzing consumer input and satisfaction
- Sustainability – researching and securing long term funding