

## Subrecipient Agreement

This Agreement is made by and between Collin County, Texas (hereinafter “County”), a political subdivision of the State of Texas, and LifePath Systems, a Texas nonprofit corporation (hereinafter “LifePath”) for the purposes and on the terms and conditions hereinafter described.

WHEREAS, LifePath was created by the County to operate the Collin County Mental Health & Mental Retardation Center and to carry out programs to assist citizens with mental health issues, mental disabilities, or substance abuse problems, and LifePath has since been recognized as a Local Behavioral Health Authority by the Texas Department of Health and Human Resources;

WHEREAS, the services provided by LifePath are vital to the public health of the citizens of Collin County, but the COVID-19 pandemic has threatened and continues to threaten LifePath’s ability to efficiently, effectively, and safely deliver those services;

WHEREAS, LifePath’s operations are primarily in institutional settings, which are the most vulnerable to rapid spread of COVID-19;

WHEREAS, the County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”) to respond to the effects of the COVID-19 public health emergency;

WHEREAS, LifePath has made a request for allocation by the County of a portion of the CARES ACT funding to it so that LifePath can: respond to the effects of COVID-19 on its operations; more efficiently and effectively operate during the COVID-19 pandemic; and prepare for future waves of COVID-19 cases; and

WHEREAS, the County finds that it is in the best interest of the citizens of Collin County to allocate CARES ACT funding to LifePath, subject to all expenditures of those funds complying with the requirements and restrictions of the CARES ACT.

NOW, THEREFORE, the parties agree as follows:

1. CARES ACT Funding Restrictions. Any allocation of CARES ACT funding made to LifePath herein:

a) only covers expenditures made by the LifePath between March 1, 2020 and 11:59 PM December 30, 2020 [Committing to an expenditure does not qualify. Payment of the expenditure actually has to have been made by 11:59 PM on December 30, 2020];

b) is only for expenditures for the purpose of responding to the COVID-19 emergency; and

c) is only for expenditures not already budgeted for by LifePath as of March 27, 2020.

2. LifePath's Allocation. Based on existing and projected expenditures submitted by LifePath to the County, a summary of which is attached hereto as **Appendix A**, the County allocates the sum of \$ 915,189.00 of CARES ACT funding to LifePath. The County shall pay that amount in one lump-sum payment to LifePath within five (5) business days of full execution of this Agreement (hereinafter the "Fund"). LifePath must keep the Fund in an interest-bearing, federally insured account.

3. LifePath is a Subrecipient. LifePath is an agency of the County government carrying out a governmental function and is funded by the County and the State. Therefore, any allocation of CARES ACT funding to LifePath is as a Subrecipient of the CARES ACT funding. As a sub-recipient of CARES ACT funding LifePath acknowledges that its use of the Fund is subject to the same terms and conditions as the County's use of such funds. LifePath hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to the fullest extent allowed by law, to hold the County harmless against any repayments, penalties, or interest incurred as a result of LifePath's failure to comply with all terms and conditions of the CARES ACT funding.

4. Documentation for all Expenditures. LifePath shall document each and every use of the Fund. Records must be maintained for a period of five (5) years.

5. Audit. Upon reasonable request by the County, the State, or the U.S. Department of the Treasury or designee, LifePath must allow the audit of its books and records related to the Fund.

6. Reimbursement and Recapture of Ineligible Expenditures. If the County, the U.S. Department of the Treasury, or its designee, in its reasonable discretion, determines that any expenditure of the Fund is not an eligible expenditure, then LifePath, based on the option of the County or the U.S. Department of the Treasury or its designee, shall either: a) reimburse the Fund from its other monies with an amount equal to the amount of the ineligible expenditure; or b) repay the amount of the ineligible expenditure to the County or the U.S. Department of the Treasury or its designee. LifePath shall have 30 days from receipt of the County's, U.S. Department of the Treasury's or its designee's, determination of an ineligible expenditure to reimburse the ineligible expenditure to its Fund or repay the amount, whichever is required by the County or the U.S. Department of the Treasury or its designee.

7. Repayment of Unused Fund to the County. If any of the Fund is not expended as provided herein by 11:59 PM December 30, 2020, LifePath shall return the unspent Fund to the County within 15 days, or the date required by the terms and conditions of the CARES ACT funding, whichever comes first.

8. Reporting. LifePath shall provide the County with a report of how the Fund is being used at least once each month.

9. Representation that Proposed Expenditures Not Budgeted. LifePath represents and affirms that none of the proposed expenditures shown on **Appendix A** were budgeted for by LifePath as of March 27, 2020, and that the need for such expenditures is the result of the COVID-19 pandemic.

10. Termination. Either party may terminate this Agreement on 30 days written notice. The unspent portion of the Fund must be returned to the County by LifePath on the date of termination. After receiving the notice, LifePath shall not spend any of the Fund other than for binding contracts or orders made before the receipt of the notice.

11. Self-Audit. LifePath shall provide a self-audit and documentation of all expenditures made from the Fund to the County no later than January 15, 2021.

12. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees and costs against LifePath if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

13. No Assignment. LifePath may not assign this Agreement.

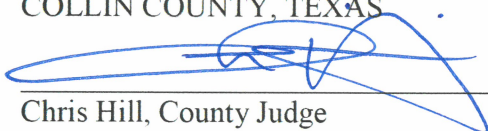
14. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.

15. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

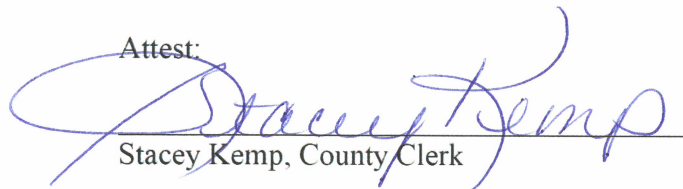
16. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

17. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

COLLIN COUNTY, TEXAS

  
Chris Hill, County Judge

2 JUN 2020  
Date

Attest:  
  
Stacey Kemp, County Clerk

LIFEPATH SYSTEMS

By: **Tammy Mahan**  
Digitally signed by Tammy Mahan  
DN: cn=Tammy Mahan, o=Lifepath Systems, ou=Chief  
Executive Officer, email=tmahan@lifepathsystems.org, c=US  
Date: 2020.06.03 12:53:13 -05'00'

Printed Name: Tammy Mahan

Its: CEO

Date: 06/03/2020