

ARPA SUBRECIPIENT GRANT AGREEMENT  
WITH PATHWAYS CENTER COMMUNITY SERVICE BOARD

This ARPA Subrecipient Grant Agreement (“**Agreement**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CARROLL COUNTY, GEORGIA, acting by and through its Board of Commissioners** (the “**County**”), and **PATHWAYS CENTER COMMUNITY SERVICE BOARD d/b/a PATHWAYS CENTER FOR BEHAVIORAL AND DEVELOPMENTAL GROWTH** (“**Pathways**”).

WHEREAS, Pathways currently leases from the County a facility located at 153 Independence Drive, Carrollton, Georgia (the “**Facility**”) pursuant to a Rental Agreement, dated July1, 1999 (as renewed and amended, the “**Lease**”) in order to provide quality mental health, substance abuse, and intellectual and developmental disability services to children and adults residing within Carroll County;

WHEREAS, the County and Pathways have determined that there is a need to respond to the public health emergency and the negative impact of the COVID-19 pandemic by making the renovations to the Facility described on the attached Exhibit “A” (the “**Project**”), and the County is willing to grant up to **\$225,000.00** for Pathways to make such leasehold improvements to the Facility;

WHEREAS, the U.S. Department of the Treasury (“**Treasury**”) has allocated to the County federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“**ARPA Funds**”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (hereinafter referred to as the “**Act**”) for use by the County in furtherance of the eligible uses set forth in the Act, together with the Terms and Conditions executed by the County as a condition of acceptance of the ARPA Funds, and all Rules, Regulations and Guidelines promulgated by the Treasury and amended from time to time, including without limitation the Interim Final Rule (“**Interim Final Rule**”) and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (collectively, the “**ARPA Rules**”);

WHEREAS, the Act authorizes the County to expend ARPA Funds awarded to the County for the eligible purposes outlined in the Treasury’s Interim Final Rule and Final Rule which include, *inter alia*, making necessary expenditures to address the negative impact of the pandemic on mental health (“**Eligible Uses**”);

WHEREAS, the Treasury’s Final Rule provides that ARPA Funds may be used to behavioral health facilities and equipment and for installation and improvement of ventilation systems;

WHEREAS, since the onset of the COVID-19 pandemic in March 2020, the need for mental health and substance abuse services has increased, and more people are reporting symptoms of anxiety and depression as well as the use of illegal substances; for example, the mental health and substance abuse services to children and adults provided by Pathways during the month of July 2020 at the Facility was 1,375, as compare to 2,114 services during the month of December 2021, which is an increase of 53%;

WHEREAS, the Facility is one of Pathways' highest volume clinics in terms of the number of patients visiting Monday through Friday, with an average of eighty (80) to one hundred (100) patients/clients coming in and out of the Facility per day, in addition the twenty-five (25) to thirty (30) employees, interns, and/or contractors providing care at the Facility;

WHEREAS, due to the high volume of people in and out of this Facility, it will be beneficial to remove walls and expand the patient waiting room, along with creating a larger group therapy room to help ensure that Pathways can accommodate a minimum of six (6) feet between people in compliance with the COVID-19 CDC guidelines to mitigate the risk of exposure to and spread of COVID-19;

WHEREAS, it will be beneficial to replace the existing flooring, which is primarily carpet installed prior to 2000 and difficult to clean and sanitize in accordance with CDC guidelines;

WHEREAS, it will be beneficial to renovate the bathrooms, breakrooms, and kitchen areas to replace the flooring, cabinets, and appliances with newer products and surfaces that are easier to clean, sanitize, and disinfect in order to comply with the COVID-19 cleaning guidelines as recommended by the CDC;

WHEREAS, it will be beneficial to improve the ventilation systems in the Facility;

WHEREAS, it will be beneficial to provide a welcoming, clean, open, and well-lit facility to help ease anxieties for new and existing patients going through challenging and difficult life experiences during the pandemic;

WHEREAS, it will be beneficial to create shaded areas outside the Facility so that clinicians will be able to host group therapy sessions and activities outdoors in a more comfortable and COVID-19 compliant setting;

WHEREAS, pursuant to the Act, Eligible Uses under this federal program must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026;

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, 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 December 31, 2026, together with such period thereafter required for reporting and record retention under the Act, unless terminated by the County in writing.
2. ARPA Funds and Proposed Use of ARPA Funds. The County agrees to provide Pathways, under the terms of this Agreement, a sum up to **\$225,000.00** to be used solely for the Project. The leasehold improvements installed for this Project will become part of the Facility and shall be owned by the County, and may not be removed by Pathways. The work for the Project shall be performed in a good and workmanlike manner in compliance with all laws using only new materials. All contractors and subcontractors shall provide certificates of liability insurance for coverage not less than \$1,000,000 naming the County as an additional insured prior to entry at the

Facility. The funds shall be paid in accordance with Section 5 below, provided the request for payment is received no later than December 31, 2024, and complies with eligibility criteria of the Act and ARPA Rules.

3. Pathways' Use of ARPA Funds. Pathways shall ensure that the ARPA Funds received by it are used solely for the purpose of the Project to the benefit of the citizens of Carroll County, Georgia, and in compliance with all requirements of the Act and ARPA Rules.

4. Ineligible Uses. Non-allowable uses of ARPA Funds include, without limitation, 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 any 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) contributions to "rainy day" fund; and (g) legal settlements ("**Ineligible Uses**"). Pathways shall not use any portion of the ARPA Funds received from the County for Ineligible Uses.

5. Delivery of ARPA Funds and Reporting Requirements. Pathways agrees to accept and account for all ARPA Funds received by it in compliance with this Agreement, the Act and the ARPA Rules. Pathways agrees to take all actions, on behalf of the County, required by the Act and the ARPA Rules regarding the maintenance of records, as well as preparation and filing of all reports. To facilitate the release of ARPA Funds by the County to Pathways and the County's compliance with reporting requirements for usage of ARPA Funds under this Agreement, Pathways may submit to the County a request for reimbursement for payments for the portion of the work completed for the Project. The County or its agent shall have the right to inspect the work to determine compliance with the terms of this Agreement. Said request for payment shall include invoices and other documentation detailing the amounts to be disbursed by Pathways based on Eligible Uses received, approved by Pathways with an attestation by an officer of Pathways that such payments are eligible in accordance with the eligibility requirements outlined in the ARPA Rules and this Agreement. The County shall then distribute the approved ARPA Funds to Pathways to reimburse Pathways for expenses of the Project approved by the County subject to availability of funds ("**Reimbursement Request Funds**"). The County may require additional documents from Pathways in order to comply with the Act and ARPA Rules.

6. Termination. In the event the County makes a determination that Pathways use of the ARPA Funds is not in compliance with or in furtherance of the Eligible Uses set forth in the Act or it appears that Pathways will fall short of the required development and distribution dates set forth in the Act and ARPA Rules, the County may upon said determination terminate this Agreement, for no consideration or damages, upon notice to Pathways, at which time, any unused portions of the ARPA Funds shall be reimbursed by Pathways to the County.

7. Independent Contractor. Each party under the 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. Pathways shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

8. Indemnification. Pathways agrees to defend, indemnify and hold the County, its officers, elected 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 to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of Pathways, its officers, directors, employees, and/or agents relating to Pathways' performance or failure to perform under this Agreement, and ownership and operation of the Project. This section shall survive the expiration or termination of this Agreement.

9. Compliance with Laws, ARPA Rules. Pathways shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of this Agreement, the Act, and ARPA Rules to the extent applicable, when using the ARPA Funds.

10. Maintenance and Audit of Records. Pathways shall maintain all records, books, documents, and other materials relevant to its performance under this Agreement as required by the Act and ARPA Rules. These records shall be subject to inspection, review and audit by the County or its designee, the Georgia State Auditor's Office, the Treasury and as required by this Agreement, the Act and the ARPA Rules for a period of five (5) years (or such longer period as may be required by the ARPA Rules), following the end of the term of this Agreement or the early termination thereof in accordance with Section 6 above. If it is determined that Pathways used any of the ARPA Funds for Ineligible Uses, Pathways agrees to promptly reimburse the County 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 upon personal delivery or three (3) days after deposit with the U.S. Postal Service, postage fully prepaid, certified mail, return receipt requested, 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. For convenience the parties may provide notice by electronic transmission (email) so long as receipt of any such electronic transmission is acknowledged by the other party, said notice shall be deemed effectively delivered as of the date and time of the acknowledgment of receipt. Notices shall be delivered to the parties and at the addresses set out below:

Carroll County, Georgia  
Attn: Michelle Morgan, Chairman  
P.O. Box 338  
Carrollton, Georgia 30112  
Email Address: mmorgan@carrollcountygga.com

Pathways Center  
Attn: Stephanie Ellis, Chief Administrative Officer  
52 Perry Street  
Newnan, Georgia 30263

Email address: [sellis@pathwayscsb.org](mailto:sellis@pathwayscsb.org)

13. Improper Influence; Non-discrimination. Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will offered or conferred with a view towards obtaining, maintaining, or extending this Agreement. Pathways shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or Agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d, et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

14. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest.

15. Time. Time is of the essence in this Agreement.

16. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

17. Amendment. No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

18. Governing Law: Venue. The Agreement will be governed in all respects by the laws of the State of Georgia, 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 and maintained only in a court of competent jurisdiction in Carroll County, Georgia.

19. Non-Waiver. No failure on the part of the County 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 County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. Assignment. Pathways shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the County and Pathways for the use of funds received under this Agreement and it supersedes all prior or

contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

23. 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 which either party has to 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 and the Act.

24. 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.

25. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. 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.

[The immediately following page is the signature page.]

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

CARROLL COUNTY, GEORGIA

By: \_\_\_\_\_

Michelle Morgan, Chairman  
Board of Commissioners

(SEAL)

PATHWAYS CENTER COMMUNITY  
SERVICE BOARD d/b/a Pathways Center  
for Behavioral and Development Growth

By: \_\_\_\_\_ (Seal)

Jade Benefield  
Chief Executive Officer (CEO)

EXHIBIT "A"

PROJECT

- Open up lobby area by removing offices identified on attached floor plan
- Remove property out of large space behind front office area and cut in window for a new group room area identified on attached floor plan
- New flooring throughout building (offices, restrooms, breakrooms, hallways, kitchen area, etc.)
- New cabinets and appliances in break room areas
- New fixtures and finishes in bathroom areas
- New paint after installation of the above improvements
- Installation and improvement of ventilation system
- If funds are available after providing the above improvements, the purchase and installation of shade structures for two fenced areas behind buildings



