

**Kootenai County**  
**Coronavirus Local Fiscal Recovery Funds**  
**Subaward Agreement**

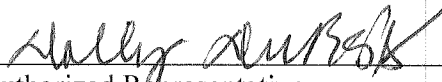
Federal Awarding Agency:	United States Department of the Treasury	
Federal Award:	Coronavirus State and Local Fiscal Recovery Funds (SLFRF)	
Assistance Listing Number:	21.027	
FAIN:	SLFRP4459	
Project Title:	Premium Pay: Direct Care Retention and Sign-On Bonuses	
Project ID:	SUB 21.027 WSM2	
Award Period of Performance:	3rd March 2021 – 31st December 2026	
Subaward Date:		
Subaward Amount:	\$ 129,360	
Subaward Type:	Grant: Reimbursable	
Kootenai County Point of Contact:	Kaitlin Smith, ksmith@kcgov.us. Dorian Komberec, dkomberec@kcgov.us	
Subrecipient Name:	WELLSPRING MEADOWS INC	
Point of Contact (name & email):	Kurt Neely, wellspringmeadows@live.com	
Subrecipient Address:		Performance Site Address with ZIP+4:
9873 N Buttercup LN Hayden, Idaho 83835		9873 N Buttercup LN Hayden, Idaho 83835-9715
Provide a Universal Entity Identifier (UEI):	G2GEBJ7Y9JH4	
SUBAWARD PERIOD OF PERFORMANCE 03/03/2021 to 12/31/2026	FUND OBLIGATION PERIOD 03/03/2021 to 12/31/2024	

**Kootenai County**  
**Coronavirus Local Fiscal Recovery Funds**  
**Subaward Agreement**

Section 603(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), authorizes recipients to use allocated Coronavirus Local Fiscal Recovery Funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts by providing assistance to eligible subrecipients.

Kootenai County and Subrecipient hereby agree, as a condition to receiving such payment from Kootenai County, to the terms attached hereto.

Subrecipient:

  
Authorized Representative

Title: Treasurer

Date signed: November 16, 2023

Kootenai County  
Board of Commissioners:

\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

ATTEST:  
JENNIFER LOCKE, CLERK

By: \_\_\_\_\_  
Deputy Clerk

**Kootenai County**  
**Coronavirus Local Fiscal Recovery Fund**  
**Subaward Terms and Conditions**

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this Subaward may only be used in compliance with section 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to accepting this Subaward that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the approved project.
2. The Project. Attached hereto as "Attachment A" and incorporated herein is the project Scope of Work which includes the following items:
  - a. The project's category of COVID-19 responsiveness as determined by the SLFRF Final Rule and the section of SLFRF Final Rule determining the project's eligibility.
  - b. Budget Narrative.
  - c. Milestones.
3. Period of Performance. The Period of Performance for this Subaward begins on the "Subaward Date" provided in this agreement and ends no later than December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use Subaward funds to cover eligible costs obligated during the period that begins on March 3, 2021 and ends on December 31, 2024. The project Scope of Work covered by this Subaward Agreement will be performed as set forth in "Attachment A" until completed. If the Subrecipient has not completed the Scope of Work covered by this project and submitted all requested reporting documentation to Kootenai County by December 31, 2026, all remaining and unexpended Subaward funds will be retained by Kootenai County.
4. Budget Narrative. Included hereto within "Attachment A" and incorporated herein is the Budget Narrative. The Subrecipient shall adhere to the Budget Narrative as outlined in "Attachment A". Funds awarded under this Subaward cannot be expended on activities, equipment, or supplies that are not part of the Budget Narrative as set forth in "Attachment A" without an amendment thereto.
5. Reimbursement of Expenses. For the satisfactory completion of all Budget Narrative items as identified in "Attachment A", Kootenai County will reimburse the Subrecipient a total sum not to exceed the "Subaward Amount" provided in this agreement. The reimbursement schedule is set forth in "Attachment A" under Milestones.
6. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this Subaward.
7. Maintenance of and Access to Records.

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General, the Government Accountability Office, Kootenai County, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations, and that those records will be available during normal business hours.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after the end of the Period of Performance which is dated December 31, 2026.
8. Personally Identifiable Information (PII). Kootenai County shall, and shall require its employees, agents, and representatives, to keep all PII collected from the Subrecipient confidential, and may use and disclose the collected PII only as necessary to carry out the specific tasks for which the purpose of the PII was disclosed, or as required by law. Kootenai County shall also ensure the security and confidentiality of the PII and shall prevent unauthorized access or use of the PII.
  9. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this Subaward.
  10. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
  11. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Subaward. Subrecipient must disclose in writing to Kootenai County any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
  12. Compliance with Applicable Laws and Regulations.
    - a. Subrecipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Subaward.
    - b. Federal regulations applicable to this Subaward include, without limitation, the following:
      - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R Part 200, other than such provisions as Treasury may determine are inapplicable to this Subaward and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Subaward.
      - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R Part 25 is hereby incorporated by reference.
      - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Subaward is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this Subaward include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
13. Remedial Actions. In the event of Subrecipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Kootenai County may impose additional conditions on the payment of the remainder of the Subaward funds, if any, or take seek other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act. Kootenai County may make a determination of noncompliance for events including, but not limited to, the existence of any

material or intentional misrepresentations of fact by Subrecipient in any document submitted to Kootenai County in connection with the subaward.

14. Subaward Agreement Amendments. Kootenai County may amend this Subaward Agreement on its own initiative or at the request of the Subrecipient to reflect changes in "Attachment A". Such changes shall be mutually agreed upon, and evidenced by a written Subaward Agreement Amendment. In no case shall the nature or purpose of the project be amended from what was generally described in the original project Scope of Work in "Attachment A". The Subrecipient may not subcontract or assign its rights, including the right to compensation, or duties arising hereunder, without the prior written consent of Kootenai County. Any subcontractor or assignee will be bound by all terms and conditions of the Subaward Agreement.
15. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
16. False Statements. Subrecipient understands that making false statements or claims in connection with this Subaward is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
17. Termination. This Subaward Agreement may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Subaward Agreement, all accounts and payments will be processed according to the terms of this Subaward Agreement for approved Scope of Work activities and expenditures rendered complete as of the date of termination.
  - a. Termination for Cause. If Kootenai County determines that the Subrecipient has failed to comply with the terms and conditions of this contract, it may terminate this Subaward Agreement in whole, or in part, at any time before the date of completion. If the Subrecipient fails to comply with any of the terms and conditions of this contract, Kootenai County may give notice, in writing, to the Subrecipient of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Kootenai County may, with no further notice, declare this Subaward Agreement to be terminated. The Subrecipient will thereafter be entitled to receive reimbursement for those Scope of Work activities and expenditures rendered complete as of the date of termination, less the amount of reasonable damages suffered by Kootenai County by reason of the Subrecipient's failure to comply with this contract.
  - b. Termination for Convenience. This Subaward Agreement may be terminated in whole, or in part, when all parties agree that the continuation of the project is not in the best interest of all parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.
  - c. Termination for Non-Availability of Funds. The County shall not be obligated for the Contractor's performance or by any provision of this Agreement beyond the then-current fiscal year. In the event that funds are not appropriated for performance of this Agreement for the following fiscal year, then this Agreement shall terminate as of the last day of the fiscal year in which funds were appropriated.

18. Publications. Any publications produced with funds from this Subaward must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP4459 awarded to Kootenai County by the U.S. Department of the Treasury."

19. Debts Owed to the Federal Government.

- a. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this Subaward; (2) that are determined to have been misused; or (3) that are determined to be subject to a repayment obligation pursuant to section 603(e) of the act and have not been repaid by Subrecipient shall constitute a debt to Kootenai County.
- b. Any debts determined to be owed to Kootenai County must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Kootenai County's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 18(a). Kootenai County will take any actions available to it to collect such a debt.

20. Disclaimer.

- a. The United States and Kootenai County expressly disclaim any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any contract, or subcontract under this Subaward.
- b. The acceptance of this Subaward by Subrecipient does not in any way establish an agency relationship between the United States, Kootenai County, and Subrecipient.

21. Insurance. Subrecipient shall provide insurance as follows:

- a. Subrecipient agrees to obtain and keep in force during its acts under this Agreement the following insurance policies:
  1. General Liability coverage (\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit); and
  2. Automobile Liability coverage (\$1,000,000 combined single limit per accident for bodily injury and property damage).
  3. Workers' Compensation coverage for Subrecipient and any agents, employees, and staff that the Subrecipient may employ, at the statutorily required minimum. Subrecipient shall provide proof to Kootenai County of such coverage or that such workers' compensation insurance is not required under the circumstances.
- b. Each policy listed herein shall name and protect Subrecipient, all of Subrecipient employees, Kootenai County, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts or omissions of Subrecipient.

- c. Subrecipient shall require its insurer to notify Kootenai County at least ten (10) days prior to cancellation of any policy referenced in this section.
- d. Subrecipient shall provide certificates of insurance showing that it has obtained the coverages required pursuant to this section prior to commencement of any work listed in Attachment A.

22. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

23. Increasing Seatbelt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

24. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



**ATTACHMENT A: SCOPE OF WORK**  
**CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS – SUBAWARD AGREEMENT**

Project Title: Premium Pay: Direct Care Retention and Sign-On Bonuses

Project ID: SUB 21.027 WSM2

A. Project Description (Cites the section of the SLFRF Final Rule outlining the project's eligibility. Includes an explanation of how the project responds to COVID-19 as determined by its eligibility category.)

The SLFRF Final Rule provides assistance to small businesses that have experienced a negative economic impact due to the COVID-19 public health emergency as an eligible use of SLFRF funds. Kootenai County will provide funding of up to \$129,360.00 to respond to Wellspring Meadows' decreased revenues and unserved hours, caused by the public health emergency through vacant positions, reduced client base, and decreased hours worked by caregivers.

To address ongoing difficulty filling vacant positions and authorized Medicaid hours, assistance will be provided as reimbursement for retention bonuses for new direct care staff hired between 10/1/2022 and 9/10/2025 and not covered under Wellspring Meadows' premium pay retention bonus program.

New employees will receive premium pay as sign-on bonuses disbursed on a rolling basis in three installments: on the first pay dates after 60 days, six months, and twelve months of employment respectively. Bonuses will be based on each employee's average weekly hours of work performed during a measurement period of four pay periods prior to each installment. For example, an employee working an average of 20 hours per week (50% of 40) during a measurement period will receive 50% of the full amount of the associated installment. The program will also cover applicable payroll taxes and fringe for each bonus.

B. Budget Narrative (A complete and detailed list of all planned expenditures. Expenditures not included in the budget narrative cannot be reimbursed.)

**Sign-on Bonuses: \$ 129,360.00**

Amount is based on an overall bonus of \$3,696.00 per person including taxes and fringe, disbursed while funding lasts to an estimated 35 new hires in three separate installments as outlined in Section C: Milestones. The maximum amount for each installment shall be apportioned as follows, before taxes and fringe:

Installment 1: \$1,000 per employee.

Installment 2: \$1,000 per employee.

Installment 3: \$1,300 per employee.

C. Milestones (A list of project progress indicators, with initial timeline for project completion.)

**Sign-On Bonuses**

12/09/2022 – 9/10/2026:

Sign-on bonuses paid out as new employees are hired and become eligible.

New hires are eligible to receive the first installment of their Sign-on Bonus after 60 days of employment, the second installment after six months of employment, and the third installment after twelve months of employment.

Payment requests are to be submitted afterwards based on actual payroll data.

9/10/2025: The cutoff date for new hires eligible to receive sign-on bonuses under this program.

**Certificate Prohibiting Contracts with China**

The undersigned do hereby certify that the company contracted with hereby is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China, and that this contract complies with all of the requirements of Idaho Code 67-2359:

Wellspring Meadows, Inc.

COMPANY NAME

Valley Lubox

AUTHORIZED SIGNATURE

November 16, 2023

DATE

KOOTENAI COUNTY BOARD OF COUNTY COMMISSIONERS: