

**WHATCOM COUNTY  
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

**202309020**

|   |                                     |
|---|-------------------------------------|
| Originating Department:                             | 85 Health and Community Services    |
| Division/Program: (i.e. Dept. Division and Program) | 8550 Health / 851000 Administration |
| Contract or Grant Administrator:                    | Kathleen Roy                        |
| Contractor's / Agency Name:                         | WA State DSHS                       |

|   |  |  |                             |
|---|--|--|-----------------------------|
| Is this a New Contract?                 | If not, is this an Amendment or Renewal to an Existing Contract? | Yes <input type="checkbox"/>   | No <input type="checkbox"/> |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>                                      | If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: |                             |

|  |  |                             |                     |
|--|--|-----------------------------|---------------------|
| Does contract require Council Approval?  | Yes <input checked="" type="checkbox"/>                                | No <input type="checkbox"/> | If No, include WCC: |
| Already approved? Council Approved Date: | (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100) |                             |                     |

|   |  |            |        |
|---|--|------------|--------|
| Is this a grant agreement?              | If yes, grantor agency contract number(s): | 2363-50860 | CFDA#: |
| Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/>                |            |        |

|                                |  |
|--------------------------------|--|
| Is this contract grant funded? | If yes, Whatcom County grant contract number(s): |
| Yes <input type="checkbox"/>   | No <input type="checkbox"/>                      |

|  |  |                       |
|--|--|-----------------------|
| Is this contract the result of a RFP or Bid process? | If yes, RFP and Bid number(s):         | Contract Cost Center: |
| Yes <input type="checkbox"/>                         | No <input checked="" type="checkbox"/> |                       |

|   |                             |   |
|---|-----------------------------|---|
| Is this agreement excluded from E-Verify? | No <input type="checkbox"/> | Yes <input checked="" type="checkbox"/> |
|---|-----------------------------|---|

- If YES, indicate exclusion(s) below:
- |   |  |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency.    |
| <input type="checkbox"/> Contract work is for less than \$100,000.                            | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days.                             | <input type="checkbox"/> Work related subcontract less than \$25,000.        |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments).               | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.  |

|   |   |
|---|---|
| Contract Amount:(sum of original contract amount and any prior amendments): | Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>   |
| Varies – not to exceed \$470,230  | <ol style="list-style-type: none"> <li>Exercising an option contained in a contract previously approved by the council.</li> <li>Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.</li> <li>Bid or award is for supplies.</li> <li>Equipment is included in Exhibit "B" of the Budget Ordinance</li> <li>Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</li> </ol> |

Summary of Scope: This agreement provides for a working advance from DSHS to help manage county cash flow due to delays in payment by DSHS for DSHS programs funded on a reimbursement basis.

|                   |        |                  |            |
|-------------------|--------|------------------|------------|
| Term of Contract: | 1 Year | Expiration Date: | 06/30/2024 |
|-------------------|--------|------------------|------------|

|                   |                                     |                                     |       |                |
|-------------------|-------------------------------------|-------------------------------------|-------|----------------|
| Contract Routing: | 1. Prepared by:                     | JT                                  | Date: | 08/23/2023     |
|                   | 2. Health Budget Approval           | KR                                  | Date: | 08/24/2023     |
|                   | 3. Attorney signoff:                | RB                                  | Date: | 08/24/2023     |
|                   | 4. AS Finance reviewed:             | A Martin                            | Date: | 8/24/2023      |
|                   | 5. IT reviewed (if IT related):     |                                     | Date: |                |
|                   | 6. Contractor signed:               | <input checked="" type="checkbox"/> | Date: | <b>9/18/23</b> |
|                   | 7. Submitted to Exec.:              | JT                                  | Date: | 09/13/2023     |
|                   | 8. Council approved (if necessary): | AB2023-562                          | Date: | 09/12/2023     |
|                   | 9. Executive signed:                | <input checked="" type="checkbox"/> | Date: | <b>9.13.23</b> |
|                   | 10. Original to Council:            |                                     | Date: |                |



**RECEIVED**

SEP 13 2023

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

## Memorandum

**TO:** Satpal Sidhu, County Executive  
**FROM:** Erika Lautenbach, Director  
**RE:** Washington State Department of Social and Health Services (DSHS) –  
Working Advance Long-Term Payable Account Agreement  
**DATE:** **SEPTEMBER 13, 2023**

---

Attached is an interlocal agreement between Whatcom County and Washington State DSHS for your review and signature.

▪ **Background and Purpose**

DSHS provides Whatcom County with an advance in funding to help manage cash-flow, due to delays in payment by DSHS for Developmental Disabilities Administration (DDA) programs funded on a reimbursement basis.

▪ **Funding Amount and Source**

The current balance of the long-term working advance is \$451,401 and Whatcom County is authorized to draw up to \$470,230. Council authorization is required per WCC 3.06.010 for grants exceeding \$40,000.

▪ **Differences from Previous Contracts**

This is a new agreement; however, this advance has been provided by DSHS through previous agreements since 2011. This agreement includes no significant changes from the agreement ending on 06/30/2023 (WC Contract #202108027).

Please contact Kathleen Roy, Financial & Administrative Manager at 360-778-6007 ([KRoy@co.whatcom.wa.us](mailto:KRoy@co.whatcom.wa.us)), if you have any questions.

Encl.



WHATCOM COUNTY  
 CONTRACT NO.  
 202309020

|  |   |   |                                     |  |
|--|---|---|-------------------------------------|--|
|  <p>Washington State<br/>         Department of Social &amp; Health Services<br/> <i>Transforming lives</i></p>   |   | <b>COUNTY</b><br><br><b>PROGRAM AGREEMENT</b><br><br><b>Working Advance Long-Term Payable</b>                 |                                     | DSHS Agreement Number<br><br>2363-50860                                    |
| This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.   |   |   |                                     | Administration or Division Agreement Number<br><br>County Agreement Number |
| DSHS ADMINISTRATION<br><br>Facilities, Finance and Analytics Administration  | DSHS DIVISION<br><br>Financial Services       | DSHS INDEX NUMBER<br><br>1241   | DSHS CONTRACT CODE<br><br>8030CS-63 |  |
| DSHS CONTACT NAME AND TITLE<br><br>Rebecca Doane<br>Office Chief   |   | DSHS CONTACT ADDRESS<br><br>PO Box 45842<br><br>Olympia WA 98504-5842   |                                     |  |
| DSHS CONTACT TELEPHONE<br>(360)763-2977  | DSHS CONTACT FAX<br>Click here to enter text. | DSHS CONTACT E-MAIL<br>rebecca.doane@dshs.wa.gov  |                                     |  |
| COUNTY NAME<br><br>Whatcom County  |   | COUNTY ADDRESS<br><br>509 Girard Street<br>Bellingham WA 98225-4005   |                                     |  |
| COUNTY CONTACT NAME<br><br>Kathleen Roy  |   |   |                                     |  |
| COUNTY CONTACT TELEPHONE<br>(360) 778-6007   | COUNTY CONTACT FAX<br>(360) 778-6001          | COUNTY CONTACT E-MAIL<br>KRoy@co.whatcom.wa.us  |                                     |  |
| IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?<br><br>No   |   | ASSISTANCE LISTING NUMBERS  |                                     |  |
| PROGRAM AGREEMENT START DATE<br>07/01/2023   | PROGRAM AGREEMENT END DATE<br>06/30/2024      | MAXIMUM PROGRAM AGREEMENT AMOUNT<br><b>Based on Annual Review</b>   |                                     |  |
| The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS. |   |   |                                     |  |
| COUNTY SIGNATURE(S)<br><br>   |   | PRINTED NAME(S) AND TITLE(S)<br><br>Satpal Singh Sidhu<br>County Executive                                    |                                     | DATE(S) SIGNED<br><br>9/13/2023  |
| DSHS SIGNATURE<br><br>  |   | PRINTED NAME AND TITLE<br><br>Cindy Carroll, Contract Consultant<br>DSHS Central Contracts and Legal Services |                                     | DATE SIGNED<br><br>9/18/2023   |

DEPARTMENT HEAD APPROVAL:

*Erika Lautenbach*

09/13/2023

Erika Lautenbach, Health and Community Services Department Director      Date

APPROVAL AS TO FORM:

Approved by email RB/JT

08/24/2023

Royce Buckingham, Senior Civil Deputy Prosecutor

Date

**CONTRACTOR INFORMATION:**

**Washington State Department of Social and Health Services**

PO Box 45842

Olympia, WA 98504-5842

360-664-5573

[Cindy.Caroll@dshs.wa.gov](mailto:Cindy.Caroll@dshs.wa.gov)

## SPECIAL TERMS AND CONDITIONS

### 1. Definitions

- a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.
- b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.
- c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by **May 31** of each year.

### 2. Purpose

- a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.
- b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (AL TSA).

### 3. Statement of Work

#### a. County Responsibilities

- (1) The County shall submit to DSHS by **May 1**, on forms provided by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.
  - (a) DSHS will consider whether a completed DOF was submitted by the date identified above in determining whether this agreement will be renewed in the future.
- (2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.
- (3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by **May 31** of each year.
- (4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.
- (5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.
- (6) The County shall record the Long-Term Payables in its financial records.

## **SPECIAL TERMS AND CONDITIONS**

### **b. DSHS Responsibilities**

- (1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.
- (2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

### **4. Termination**

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.