

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202108027

Originating Department:	85 Health
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):	2163-26537	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?	Contract Cost Center:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, RFP and Bid number(s):	

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>
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If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	

Contract Amount:(sum of original contract amount and any prior amendments):	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:
Varies; not to exceed \$470,230	<ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. 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.

Summary of Scope: This Agreement provides for a working capital advance from the Washington State Department of Social & Health Services 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:	06/30/2022
Contract Routing:	1. Prepared by:	JT	Date: 07/23/2021
	2. Health Budget Approval:	KR/JG	Date: 07/30/2021
	3. Attorney signoff:	RB	Date: 07/30/2021
	4. AS Finance reviewed:	bbennett	Date: 07/30/2021
	5. IT reviewed (if IT related):		Date:
	6. Contractor approved:		Date:
	7. Submitted to Exec.:	JT	Date: 08/16/2021
	8. Council approved (if necessary):	AB2021-477	Date: 08/10/2021
	9. Executive signed:		Date: 8-16-21
	10. Original to Council:		Date: 8-24-21



MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Erika Lautenbach, Director

RE: Washington State Department of Social & Health Services (DSHS) – Working Advance Long-Term Payable Agreement

DATE: August 16, 2021

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 for DSHS-funded Developmental Disabilities Administration Programs.

▪ **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 approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

Similar agreements have been in place for many years and this agreement continues the agreement for an additional year without any significant changes.

Please contact Kathleen Roy, Assistant Director at 360-778-6007 (KRoy@co.whatcom.wa.us), if you have any questions or concerns regarding this request.





COUNTY
PROGRAM AGREEMENT
Working Advance Long-Term Payable

DSHS Agreement Number
2163-26537

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
County Agreement Number
202108027

DSHS ADMINISTRATION

DSHS DIVISION

DSHS INDEX NUMBER

DSHS CONTRACT CODE

Facilities, Finance and Analytics Administration

Financial Services

1241

8030CS-63

DSHS CONTACT NAME AND TITLE

DSHS CONTACT ADDRESS

Rebecca Doane
Office Chief

PO Box 45842
Olympia WA 98504-5842

DSHS CONTACT TELEPHONE
(360)763-2977

DSHS CONTACT FAX
Click here to enter text.

DSHS CONTACT E-MAIL
rebecca.doane@dshs.wa.gov

COUNTY NAME

COUNTY ADDRESS

Whatcom County

509 Girard Street
Bellingham WA 98225-4005

COUNTY CONTACT NAME

Kathleen Roy

COUNTY CONTACT TELEPHONE
(360) 778-6007

COUNTY CONTACT FAX
(360) 778-6001

COUNTY CONTACT E-MAIL
KRoy@co.whatcom.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?

CFDA NUMBERS

No

PROGRAM AGREEMENT START DATE
07/01/2021

PROGRAM AGREEMENT END DATE
06/30/2022

MAXIMUM PROGRAM AGREEMENT AMOUNT
Based on Annual Review

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)

PRINTED NAME(S) AND TITLE(S)

DATE(S) SIGNED

Erika Lautenbach, Director

08/16/2021

DSHS SIGNATURE

PRINTED NAME AND TITLE

DATE SIGNED

Amel A. Alsalman
~~Angie Williams, Contract Manager~~
DSHS Central Contracts and Legal Services

08-23-2021

WHATCOM COUNTY

Satpal Sidhu

SATPAL SIDHU
County Executive

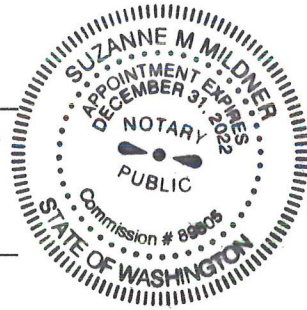
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this 16th day of August, 2021, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Suzanne M. Mildner

NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: 12-31-22



APPROVED AS TO FORM:

Approved by email RB/JT
Royce Buckingham, Prosecuting Attorney

07/30/2021
Date

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, on forms provided by DSHS and by a date determined 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.
- (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.