

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	85 Health
Division/Program: <i>(i.e. Dept. Division and Program)</i>	8550 Health / 851000 Administration
Contract or Grant Administrator:	Kathleen Roy
Contractor's / Agency Name:	Washington State Department of Social and Health Services

Is this a New Contract? Yes No If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No 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? Yes No
 If yes, grantor agency contract number(s): 1963-56892 CFDA#: _____

Is this contract grant funded? Yes No
 If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Yes No
 If yes, RFP and Bid number(s): _____ Contract Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

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):

Varies

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:**

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 and 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: 06/30/2020

Contract Routing:	1. Prepared by: <u>JT</u>	Date: <u>06/10/2019</u>
	2. Health Budget Approval: <u>KR</u>	Date: <u>06/18/2019</u>
	2. Attorney signoff: <u>RB</u>	Date: <u>06/12/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>6/18/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____



COUNTY
PROGRAM AGREEMENT
Working Advance Long-Term Payable

DSHS Agreement Number
1963-56892

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

DSHS ADMINISTRATION Facilities, Finance and Analytics Administration	DSHS DIVISION Financial Services	DSHS INDEX NUMBER 1241	DSHS CONTRACT CODE 8030CS-63
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DSHS CONTACT NAME AND TITLE Mariann Schols Manager, Finance	DSHS CONTACT ADDRESS PO Box 45842 Olympia WA 98504-5842
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DSHS CONTACT TELEPHONE (360)902-8170	DSHS CONTACT FAX (360)664-5775	DSHS CONTACT E-MAIL scholmj@dshs.wa.gov
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COUNTY NAME Whatcom County	COUNTY ADDRESS 509 Girard Street Bellingham WA 98225-4005
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COUNTY CONTACT NAME Kathleen Roy

COUNTY CONTACT TELEPHONE (360) 778-6007	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL KRoy@co.whatcom.wa.us
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IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
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PROGRAM AGREEMENT START DATE 07/01/2019	PROGRAM AGREEMENT END DATE 06/30/2020	MAXIMUM PROGRAM AGREEMENT AMOUNT Based on Annual Review
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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) Regina A. Delahunt	DATE(S) SIGNED 6/19/19
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DSHS SIGNATURE	PRINTED NAME AND TITLE William Taplin, Contracts Manager	DATE SIGNED
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WHATCOM COUNTY

JACK LOUWS
County Executive

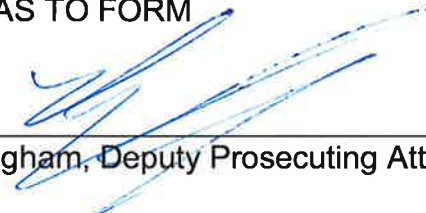
STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this _____ day of _____, 2019, before me personally appeared Jack Louws, 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.

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

My Commission expires: _____

APPROVED AS TO FORM



Royce Buckingham, Deputy Prosecuting Attorney

6-12-19

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.