



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

May 16, 2011

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** June 13, 2011

**SUBJECT:** Agenda Item – Agency Agreement with the Department of Social and Health Services for Long Term Payable, #1163-26384; July 1, 2011 – June 30, 2012; based on annual review

**STATEMENT OF ISSUE:**

Jefferson County Public Health is requesting Board approval of the Agency Agreement with the Department of Social and Health Services for Long Term Payable, #1163-26384; July 1, 2011 – June 30, 2012; based on annual review

**ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

This contract advances funds in anticipation of the actual approval of those plans filed by the Contractor, (JCPH) with DSHS for Division of Developmental Disabilities, (DDD) programs operated during the contract period. This agreement is governed by terms in accordance with the General Terms and Conditions between DSHS and the Contractor.

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

DSHS calculates and advances to the Contractor two months average anticipated expenditures from DDD programs filed by the Contractor. This calculation is based upon the Contractor's cash flow documentation for the amount needed to maintain the Contractor's current payments to sub-contractors. The revenue for this contract is reflected in each annual budget as restricted reserve.

**RECOMMENDATION:**

JCPH management request approval of the Agency Agreement with the Department of Social and Health Services for Long Term Payable, #1163-26384; July 1, 2011 – June 30, 2012; based on annual review

**REVIEWED BY:**

  
Philip Morley, County Administrator

5/31/11  
Date



**COUNTY  
PROGRAM AGREEMENT  
Long-Term Payable**

DSHS Agreement Number  
1163-26384

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 Executive Administration	DSHS DIVISION Financial Services	DSHS INDEX NUMBER 1223	DSHS CONTRACT CODE 8030CS-63
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DSHS CONTACT NAME AND TITLE Maria Aviles Financial Coordinator	DSHS CONTACT ADDRESS MS 45842 1115 S. Washington St. Olympia WA 98504-5842
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DSHS CONTACT TELEPHONE (360) 664-5751 Ext:	DSHS CONTACT FAX (360) 664-5775	DSHS CONTACT E-MAIL maria.aviles@dshs.wa.gov
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COUNTY NAME Jefferson County	COUNTY ADDRESS Castle Hill Center 615 Sheridan Port Townsend WA 98368-2476
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COUNTY FEDERAL EMPLOYER IDENTIFICATION NUMBER 916001322	COUNTY CONTACT NAME Susan Parke
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COUNTY CONTACT TELEPHONE (360) 385-9400 Ext:	COUNTY CONTACT FAX (360) 385-9401	COUNTY CONTACT E-MAIL sparke@co.jefferson.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 7/1/2011	PROGRAM AGREEMENT END DATE 6/30/2012	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)	DATE(S) SIGNED

DSHS SIGNATURE	PRINTED NAME AND TITLE Angie Williams, Contract Consultant DSHS Central Contract Services	DATE SIGNED

Approved as to form only:

*David Almy* 5/31/11  
Jefferson Co. Prosecutor's Office

## 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" (DFF) 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.
- d. "Prepaid Inpatient Health Plan" is an entity that contracts with the Mental Health Division (MHD) to administer mental health services for people who are eligible for the Title XIX Medicaid program in accordance with WAC 388-865-0300.

### 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: Division of Behavioral Health and Recovery (DBHR), Aging & Disability Services Administration (Long Term Care and Division of Developmental Disabilities (DDD)), and/or Children's Administration (CA) operated during the term of this Agreement.

### 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 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 DBHR Prepaid Inpatient Health Plan expenditures from its DFF.
- (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 DFF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DFF 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

## SPECIAL TERMS AND CONDITIONS

this Agreement.

(6) The County shall record the Long-Term Payables in its financial records.

#### **4. DSHS Responsibilities**

- a. DSHS shall assess the DFF 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.
- b. 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.

#### **5. 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.