



JEFFERSON COUNTY PUBLIC HEALTH

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

Consent Agenda

March 18, 2014

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: *March 24, 2014*

SUBJECT: Agenda Item – Agency Agreement with the department of Social and Health Services for Long Term Payable, # 1363-73712, Amendment #1; July 1, 2014 – June 30, 2015; extends contract end date and changes DSHS contact name/address based on annual review.

STATEMENT OF ISSUE:

Jefferson County Public Health requests Board approval of the Agency Agreement with Department of Social and Health Service for Long term Payable, #1363-73712, Amendment #1; July 1, 2014 – June30, 2015; extends contract and end date and changes DSHS contact name/address based on annual review.

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

The 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.

This amendment extends the contract term from July 1, 2014 – June 30, 2015. It also changes the DSHS contact name and Address.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
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MAIN: (360) 385-9444
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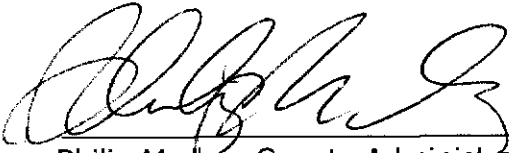
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract has no fiscal impact.

RECOMMENDATION:

JCPH request approval of the Agency Agreement with the Department of Social and Health Services for Long Payable, #1363-73712; July 1, 2014 – June 30, 2015; based on annual review.

REVIEWED BY:



Philip Morley, County Administrator



Date



**COUNTY PROGRAM or INTERLOCAL
LONG-TERM PAYABLE AGREEMENT**

DSHS CONTRACT NUMBER:
1363-73712

Amendment No. 01

AMENDMENT

This Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME		CONTRACTOR doing business as (DBA)	
Jefferson County			
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER
615 Sheridan St Port Townsend, WA 98368-		161-001-169	1223
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX	CONTRACTOR E-MAIL ADDRESS
Susan Parke	(360) 385-9400	(360) 385-9401	sparke@co.jefferson.wa.us

DSHS ADMINISTRATION Executive Administration	DSHS DIVISION Financial Services	DSHS CONTRACT CODE 8030CS-63
DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS	
Donna Corcoran Financial Coordinator	1115 Washington St SE Olympia, WA 98504	

DSHS CONTACT TELEPHONE (360)664-5769	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS corcodl@dshs.wa.gov
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IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?	CFDA NUMBERS
No	

AMENDMENT START DATE	CONTRACT END DATE
07/01/2014	06/30/2015

PRIOR MAXIMUM CONTRACT AMOUNT \$0.00	AMOUNT OF INCREASE OR DECREASE N/A	TOTAL MAXIMUM CONTRACT AMOUNT Based on Annual Review
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REASON FOR AMENDMENT:
CHANGE OR CORRECT PERIOD OF PERFORMANCE

ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Amendment by reference:

Additional Exhibits (specify):

This Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original County Program Agreement or Interlocal Agreement. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original County Program Agreement or Interlocal Agreement remain in full force and effect. The parties signing below warrant that they have read and understand this Amendment, and have authority to enter into this Amendment.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Stephen Ssemaala, Contract Manager DSHS Central Contract Services	

This Agreement between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. DSHS extends the Agreement End Date twelve months from July 1, 2014, to June 30, 2015, as stated on Page One of this Amendment.
2. DSHS revises the DSHS Contact Name and Contact Address to Donna Corcoran as stated on Page One of this Amendment.

All other terms and conditions of this Agreement remain in full force and effect.



**COUNTY
PROGRAM AGREEMENT
Long-Term Payable**

DSHS Agreement Number
1363-73712

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 Joel Emery Grants & Contracts Manager	DSHS CONTACT ADDRESS PO Box 45842 Olympia WA 98504-5842
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DSHS CONTACT TELEPHONE (360)664-5752	DSHS CONTACT FAX (360)664-5775	DSHS CONTACT E-MAIL emeryja@dshs.wa.gov
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COUNTY NAME Jefferson County	COUNTY ADDRESS 615 Sheridan St Port Townsend WA 98368-
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COUNTY CONTACT NAME
Susan Parke

COUNTY CONTACT TELEPHONE (360) 385-9400	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 07/01/2013	PROGRAM AGREEMENT END DATE 06/30/2014	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) Jefferson County John Austin, Chairman	DATE(S) SIGNED 4/22/13
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DSHS SIGNATURE 	PRINTED NAME AND TITLE Angie Williams, Contract Manager DSHS Central Contract Services	DATE SIGNED 4/25/13
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Approved as to form only:

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 Behavioral Health and Service Integration Administration (BHSIA) 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: Aging & Disability Services (Developmental Disabilities Administration (DDA), Behavioral Health and Service Integration Administration (BHSIA), and/or Aging and Long-Term Support Administration (ALISA), 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 (DFF) 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.

SPECIAL TERMS AND CONDITIONS

(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.

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.