615 Sheridan Street
Port Townsend, WA 98368
www.JeffersonCountyPublicHealth.org
Consent Agenda

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: Apple Martine, Director
Aimee Rosbach, Financial Operations Coordinator

DATE: November 13, 2023

SUBJECT: Agenda Item – Program Agreement with DSHS for Working Advance Long-term Payable; July 1, 2023—June 30, 2024

STATEMENT OF ISSUE:

Jefferson County Public Health requests Board approval of the Program Agreement with DSHS for Long-Term Payables; July 1, 2023 - June 30, 2024.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The agreement advances funds, in anticipation of the actual approval of those plans filed by the Contractor (JCPH) with DSHS for the Division of Developmental Disabilities (DDD) program 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:

This contract has no fiscal impact.

RECOMMENDATION:

Jefferson County Public Health requests Board approval of the Program Agreement with DSHS for Long-Term Payables; July 1, 2023 – June 30, 2024.

REVIEWED BY:

Mark McCauley, County Administrator — Date 11/3/23

Community Health
Developmental Disabilities
360-385-9400
360-385-9401 (f)

Environmental Public Health
360-385-9444
(f) 360-379-4487

Clear Form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: DSHS Contract No: AD-23-065

Contract For: Working Advance Long-term Payable Term: 7/1/2023 - 6/30/2024

COUNTY DEPARTMENT:	Public Health
Contact Person:	Aimee Rosbach
Contact Phone:	x495
Contact email:	arosbach@co.jefferson.wa.us

AMOUNT: --$0--

Revenue:

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

PROCESS:

- ☐ **Exempt from Bid Process**
- ☐ **Cooperative Purchase**
- ☐ **Competitive Sealed Bid**
- ☐ **Small Works Roster**
- ☐ **Vendor List Bid**
- ☐ **RFP or RFQ**
- ☑ **Other:** State Contract

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ **N/A:** ■ Signature Oct. 24, 2023 Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ **N/A:** ■ Signature Oct. 24, 2023 Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 10/30/2023.
State agreement - cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/2/2023.
State language - cannot change.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Washington State Department of Social & Health Services

Transforming lives

COUNTY
PROGRAM AGREEMENT
Working Advance Long-Term Payable

DSHS Agreement Number
2363-50845

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	DSHS DIVISION	DSHS INDEX NUMBER	DSHS CONTRACT CODE
Facilities, Finance and Analytics Administration	Financial Services	1223	8030CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Rebecca Doane Office Chief	PO Box 45842 Olympia WA 98504-5842

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)763-2977	Click here to enter text.	rebecca.doane@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Jefferson County	615 Sheridan Port Townsend WA 98368-2476

COUNTY CONTACT NAME

Aimee Rosbach

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
360-379-4495.		arosbach@co.jefferson.wa.us

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	ASSISTANCE LISTING NUMBERS
No	

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2023	06/30/2024	**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
	Greg Brotherton Chair, Board of County Commissioners	

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
	Cindy Carroll, Contract Consultant DSHS Central Contracts and Legal Services	

JEFFERSON COUNTY WASHINGTON
Approved as to form only:

P. C. Hunsucker November 2, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

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 (ALTSA).

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.

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.