Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

# COUNTY
# PROGRAM AGREEMENT
## Long-Term Payable

DSHS Agreement Number
1363-73741

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 |
|---|---|---|---|
| Executive Administration | Financial Services | 1225 | 8030CS-63 |

| DSHS CONTACT NAME AND TITLE | DSHS CONTACT ADDRESS |
|---|---|
| Joel Emery<br>Grants & Contracts Manager | PO Box 45842<br>Olympia WA 98504-5842 |

| DSHS CONTACT TELEPHONE | DSHS CONTACT FAX | DSHS CONTACT E-MAIL |
|---|---|---|
| (360)664-5752 | (360)664-5775 | emeryja@dshs.wa.gov |

| COUNTY NAME | COUNTY ADDRESS |
|---|---|
| Kittitas County | County Auditors Office<br>205 West 5th Ave. - County Courthouse Ste. 105<br>Ellensburg WA 98926- |

COUNTY CONTACT NAME

Judy Pless

| COUNTY CONTACT TELEPHONE | COUNTY CONTACT FAX | COUNTY CONTACT E-MAIL |
|---|---|---|
| (509) 962-7502 | (509) 962-7687 | judy.pless@co.kittitas.wa.us |

| IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? | CFDA NUMBERS |
|---|---|
| No | |

| PROGRAM AGREEMENT START DATE | PROGRAM AGREEMENT END DATE | MAXIMUM PROGRAM AGREEMENT AMOUNT |
|---|---|---|
| 07/01/2013 | 06/30/2014 | 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 |
|---|---|---|
| Obie O'Brien | Obie Obrien, Chairman<br>Board of County Commissioners | 5/7/13 |

| DSHS SIGNATURE | PRINTED NAME AND TITLE | DATE SIGNED |
|---|---|---|
| | Angie Williams, Contract Manager<br>DSHS Central Contract Services | 5/17/13 |

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## 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 (ALTSA), 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.

(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.