

	<b>COUNTY</b>  <b>PROGRAM AGREEMENT</b>  <b>Working Advance Long-Term Payable</b>		DSHS Agreement Number  1763-88849
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  Operation Support and Services Division	DSHS INDEX NUMBER  1225	DSHS CONTRACT CODE  8030CS-63
DSHS CONTACT NAME AND TITLE  Angela Williams Contracts Supervisor		DSHS CONTACT ADDRESS  1115 S Washington St  Olympia WA 98504-5811	
DSHS CONTACT TELEPHONE (360) 664-6046	DSHS CONTACT FAX (360) 664-6184	DSHS CONTACT E-MAIL williah@dshs.wa.gov	
COUNTY NAME  Kittitas County		COUNTY ADDRESS  County Auditors Office 205 West 5th Ave County Courthouse Ste 105 Ellensburg WA 98926	
COUNTY CONTACT NAME  Judy Pless			
COUNTY CONTACT TELEPHONE (509) 962-7502	COUNTY CONTACT FAX (509) 962-7687	COUNTY CONTACT E-MAIL judy.pless@co.kittitas.wa.us	
IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?  No		CFDA NUMBERS	
<b>PROGRAM AGREEMENT START DATE</b> 07/01/2017	<b>PROGRAM AGREEMENT END DATE</b> 06/30/2018	<b>MAXIMUM PROGRAM AGREEMENT AMOUNT</b> <b>Based on Annual Review</b>	
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 Manager DSHS Central Contracts and Legal Services	DATE SIGNED

## **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.