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Pend Oreille County
Counseling Services

Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

COUNTY PROGRAM AGREEMENT

Long-Term Payable

DSHS Agreement Number: 1563-32935

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	1233	8030CS-63

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Donna Corcoran Financial Coordinator	1115 Washington St SE Olympia WA 98504

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360)664-5769	(360)664-5775	corcodl@dshs.wa.gov

COUNTY NAME	COUNTY ADDRESS
Pend Oreille County	Pend Oreille County Counseling Services Post Office Box 5055 Newport WA 99156-5055

COUNTY CONTACT NAME: Annabelle Payne

COUNTY CONTACT TELEPHONE	COUNTY CONTACT FAX	COUNTY CONTACT E-MAIL
(509) 447-5651	(509) 447-2671	apayne@pendoreille.org

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
07/01/2015	06/30/2016	**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
Annabelle S. Payne	Annabelle S. Payne Director	March 3, 2015

DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Andrea Goff	Andrea Goff, Contracts Consultant	3/17/2015

COPY

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: Behavioral Health and Service Integration Administration (BHSIA) - Mental Health (MH) and/or Alcohol and Substance Abuse (ASA); Developmental Disabilities Administration (DDA); 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 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.