

**HEALTH CARE AGREEMENT
FOR JAIL INMATES AND/OR PERSONS
IN CUSTODY OF WHATCOM COUNTY SHERIFF'S OFFICE
Between
PEACEHEALTH and WHATCOM COUNTY**

This Agreement for provision of healthcare services to jail inmates and/or persons in custody of Whatcom County Sheriff's Office is made this 1st day of January, 2024, regardless of date of signature, between Peace Health ("PeaceHealth"), a Washington non-profit corporation qualified as tax-exempt pursuant to section 501(c)(3) of the Internal Revenue Code of 1986, as amended, doing business as St. Joseph Medical Center in Bellingham, Washington and Whatcom County ("County"), a political sub-division of the State of Washington.

1. **Recitals:**

- 1.1. When County Jail inmates and/or persons in custody of the Whatcom County Sheriff's Office need emergency medical care and/or hospitalization, they are routinely taken to St. Joseph Medical Center in Bellingham, Washington.
- 1.2. Pursuant to RCW 70.48.130, payment for the medical care received by such jail inmates must be made by the County, except when the inmate is eligible under the Washington State Department of Social and Health Services ("DSHS") medical care programs pursuant to chapter 74.09 RCW. When the person is in the custody of the Whatcom County Sheriff's Office, the County will reimburse St. Joseph Medical Center because they are requesting the services.
- 1.3. RCW 70.48.130 further provides that any balance remaining after payment by DSHS shall be borne as agreed by PeaceHealth and the County, provided that the total payment for care rendered shall not exceed the amounts that would be paid by DSHS for similar services provided under Title XIX Medicaid ("Medicaid rates").
- 1.4. RCW 70.48.130 further provides that the County shall, as part of the screening process upon booking into or preparation of an inmate for jail, secure information concerning the inmate's ability to pay for medical care and/or eligibility under DSHS medical care programs and make such information available to healthcare providers such as PeaceHealth.
- 1.5. Determination of the Medicaid Rates for each episode of care involves a complex process of calculations for which the County does not have appropriate computer software. Therefore, PeaceHealth and the County have agreed to utilize the ratio of costs to charges, as the appropriate basis on which to calculate payment by County.
- 1.6. Per the prior paragraph, PeaceHealth and the County have agreed that, throughout the term of this contract, forty-two percent (42%) shall be applied to PeaceHealth's charges less than \$20,000.00, forty percent (40%) shall be applied to PeaceHealth's charges between \$20,001.00 and \$30,000.00 and thirty-three percent (33%) shall

be applied to charges greater than \$30,000.00 in determining the County's reimbursement for care rendered by St. Joseph Medical Center to jail inmates and/or persons in custody of the Whatcom County Sheriff's Office. PeaceHealth and the County agree that payment of such a percentage of PeaceHealth's charges shall constitute Medicaid Rates in compliance with RCW 70.48.130.

In consideration of the foregoing recitals, PeaceHealth and the County agree and shall be contractually bound as follows:

2. Agreement:

- 2.1 During the term of this Agreement, the County shall pay and PeaceHealth shall accept as payment in full forty-two percent (42%) of PeaceHealth charges less than \$20,000.00, forty percent (40%) of PeaceHealth's charges between \$20,001.00 and \$30,000.00 and thirty-three percent (33%) for charges greater than \$30,000.00 for care of jail inmates and/or persons in custody of the Whatcom County Sheriff's Office.
- 2.2 Other law enforcement agencies within Whatcom County may access this Agreement.
- 2.3 The County shall make all payments due to PeaceHealth for care rendered to jail inmates and/or persons in custody of the Whatcom County Sheriff's Office within thirty days after receipt of PeaceHealth's bill for such care.
- 2.4 Subject to the Medicaid Rate limit set forth in RCW 70.48.130, the County agrees to pay PeaceHealth all balances remaining on any charges for jail inmates and/or persons in custody of the Whatcom County Sheriff's Office.
- 2.5 The County agrees to exercise a good faith effort to secure from each jail inmate and/or person in custody of the Whatcom County Sheriff's Office for whom medical care is sought at St. Joseph Hospital, such person's ability to pay for medical care and/or eligibility for DSHS medical care programs. County further agrees to provide such information to PeaceHealth.

PeaceHealth will work to utilize their current medical billing systems and work with the Corrections Medical Billing Clerk to facilitate direct emergency applications for Medicaid for offenders admitted to St. Joseph hospital in anticipation of a hospital stay of at least 24 hours, as allowed under current Federal CMS regulations.
- 2.6 This Agreement shall have a term of 36 months, beginning on the 1st day of January, 2024 regardless of date of signature and ending on the 31st day of December, 2026. Thereafter the parties hereto agree to negotiate in good faith regarding extension of the contract.
- 2.7 Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

CONTRACTOR:

Darrin Montalvo



11/20/2023
02:29 PM EST

Darrin Montalvo, EVP/CFO

