

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202401015

Originating Department:	Sheriff/Corrections
Division/Program: (i.e. Dept. Division and Program)	Corrections/In Custody
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	Peace Health / St. Joseph's Medical Center

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 118160

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:
 Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
 Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
 Contract work is for less than 120 days. Work related subcontract less than \$25,000.
 Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>230,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope:	

The Hospital provides emergency care for inmates at the Whatcom County Jail. They provide this service at a discount.

Term of Contract: 3 years Expiration Date: 12/31/26

Contract Routing:	1. Prepared by: L.Reid	Date: 12/06/23
	2. Attorney signoff: BW	Date: 12.13.23
	3. AS Finance reviewed: AT	Date: 12.22.23
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <input checked="" type="checkbox"/>	Date: 11/20/23
	6. Submitted to Exec.: <input checked="" type="checkbox"/>	Date: 1/2/24
	7. Council approved (if necessary): AB2024-051	Date: 1/9/24
	8. Executive signed: _____	Date: 1.10.24
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**




*PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600*

MEMORANDUM

RECEIVED

JAN 02 2024

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: PeaceHealth St. Joseph's Medical Center
DATE: December 6, 2023

Enclosed are two (2) originals of the Health Care Agreement between PeaceHealth (St. Joseph's Medical Center) and Whatcom County for your review and signature.

Background and Purpose:

The purpose of this agreement is for St. Joseph's Medical Center to provide emergency medical services for jail inmates. This is an ongoing fee for service agreement that does not go out to bid due to the fact that St. Joseph's is the only hospital in the area. We do not know from year to year how many persons in custody will need to utilize emergency medical services at the hospital.

Funding Amount and Source:

Whatcom County and PeaceHealth have agreed that the Corrections Bureau will reimburse the Hospital forty-two percent (42%) of charges less than \$20,000.00, forty percent (40%) of charges between \$20,001.00 and \$30,000.00 and thirty-three percent (33%) of charges greater than \$30,000.00. The County and PeaceHealth agree that the payment of such percentages of PeaceHealth's charges shall constitute Medicaid Rates in compliance with RCW 70.48.130.

Differences from Previous Contract:

The 40% tier described above has been added.

Please contact Laurie Reid at extension x6506, if you have any questions or concerns regarding the terms of this agreement.

**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

WHATCOM COUNTY:
Recommended for Approval:


BILL ELFO, Sheriff

12/13/23
Date

Approved as to form:

Approved by email BW (UP)
Brandon Waldron, Prosecuting Attorney

12.13.23
Date

Approved:


Accepted for Whatcom County:

By: 
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 10th day of Jan., 2020²⁴, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham. My
commission expires 05.25.27

CONTRACTOR INFORMATION:

PeaceHealth St. Joseph Hospital

Address:

2901 Squalicum Parkway
Bellingham, WA 98225-1998

Mailing Address:

PO Box 30620, Bellingham, WA 98228-2620

Contact Name: Penny Roberts, MS, Director, Hospital Medicine Services

Contact Phone: 360.788.6810 **Contact FAX:** 360.756.3544

Contact Email: peroberts@peacehealth.org