Melvin Brown v. County Commissioners of Carroll County - No. 61, 1994 Term

Indigent pretrial detainee, who is covered by Maryland Medical Assistance, may not be held personally liable to county for the cost of medical treatment received while incarcerated.

IN THE COURT OF APPEALS OF MARYLAND

No. 61

September Term, 1994

MELVIN BROWN

v.

COUNTY COMMISSIONERS
OF CARROLL COUNTY

Murphy, C.J.
Eldridge
Rodowsky
Chasanow
Karwacki
Bell
Raker

JJ.

Opinion by Chasanow, J.
Rodowsky and Karwacki, JJ.,
dissent.

Filed: May 17, 1995

In the present case, we must determine whether an indigent pretrial detainee may be held personally liable for the costs of medical treatment received while incarcerated, despite the fact that he may have been covered under the Maryland Medical Assistance Program for most of the period of his detention.

I.

Melvin Brown was arrested on April 28, 1991 as a result of an altercation in which he was injured. Brown was unable to post bail and was therefore held at the Carroll County Detention Center until his release on September 26, 1991. At the time of his incarceration, Brown executed a "Health Services Consent Form," which authorized the provision of medical services to Brown by the Detention Center. The consent form further provided:

> "I UNDERSTAND THAT ALL NECESSARY MEDICAL CARE WILL BE PROVIDED, BUT FURTHER UNDERSTAND THAT ALL MEDICAL CARE PROVIDED OUTSIDE OF THE DETENTION CENTER (i.e. OPTICAL, DENTAL, HOSPITAL, ETC.) WILL BE DONE AT MY OWN EXPENSE. IF THERE IS A BALANCE DUE FOR MEDICAL CARE WHEN I AM TRANSFERRED OR RELEASED FROM CUSTODY, I UNDERSTAND IT IS MY OBLIGATION TO PAY THIS BALANCE. IF THE BALANCE IS NOT SATISFIED WITHIN 30 DAYS, IT MAY BE REFERRED TO THE COUNTY ATTORNEY FOR POSSIBLE CIVIL ACTION AGAINST ME."

At the time Brown entered the Detention Center, Brown had been certified by the Carroll County Department of Social Services as qualified for benefits under the Maryland Medical Assistance

Program ("MA"), which provides coverage for indigent persons.[1] As a recipient of Aid for Families with Dependent Children ("AFDC"), Brown was entitled to receive MA benefits from October 1, 1990 until May 31, 1991. Brown testified that when he entered the Detention Center, he was asked whether he had health insurance and he informed the personnel that he had MA coverage. He stated that he told personnel at the Detention Center that his MA card was in his wallet, which had been confiscated by the Detention Center, and that he was told that the Detention Center "would take care of it."

While incarcerated, Brown received various medical treatments outside of the Detention Center, including treatment at the Carroll County General Hospital on April 29, 1991 and a visit to an ophthalmologist's office on May 3, 1991. Additionally, on June 24, 1991, Brown was taken to a dentist's office to have several teeth extracted. The parties do not dispute that Brown did not qualify for benefits under MA for the dental treatment. The cost of all of the medical treatment Brown received totalled $649.60, which was paid by the Detention Center without seeking reimbursement under MA from the Department of Health and Mental Hygiene ("DHMH").

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[1]MA is federally funded under the Medicaid program. See 42 U.S.C. § 1396 et seq. (1988 & Supp. V 1993). MA eligibility is determined by the local Department of Social Services. Code of Maryland Regulations (COMAR) 10.09.24.04A (1991). The MA program is administered by the Secretary of the Department of Health and Mental Hygiene. See Maryland Code (1982, 1994 Repl. Vol.), Health-General Article, § 15-103(a). Claims for reimbursement are submitted to the Department of Health and Mental Hygiene. See Md. Code (1982, 1994 Repl. Vol.), Health-General Art., § 15-105.

Subsequent to paying Brown's bills, the County Commissioners Carroll County ("the County") sought reimbursement from Brow pursuant to Maryland Code (1957, 1991 Repl. Vol.), Article 87, 46,[2] n n the amount of $649.60. Brown appealed to the Circuit Court for de ____ trial, granted judgment i nted Brown's petition for a writ of c may be held ersonally liable for medical costs incurred while arcerated, despite the fact that he might be covered unde Maryland MA for some of those charges.

II.

wn and the County differ in their interpretations of th scope of benefits provided by M and st h t ns and sta from both authorities. The federal Medicaid program is at 42 U.S.C. § 1396 et seq . Because Maryland participates in the Medicaid program through the

[2] Cum. Supp.), Art. 87, 46 was amended effective July 1, 1994. This amendment, although ot a substantive one, was not in effect at the time of the present of action. Because the amendment did not make substantive s to the reimbursement provisions at issue in the instan case, we shall refer to the language of the current statute. unless otherwise specified, all Md. Code (1957, 1991 Repl. Vol., 1994 Cum. Supp.).

MA program, it must comply with the governing federal statutes and regulations. Alexander v. Choate, 469 U.S. 287, 289 n.1, 105 S.Ct. 712, 714 n.1, 83 L.Ed.2d 661, 664 n.1 (1985); Harris v. McRae, 448 U.S. 297, 301, 100 S.Ct. 2671, 2680, 65 L.Ed.2d 784, 794 (1980). Eligibility for individuals under MA is therefore governed by both federal and state statutes and regulations. We find no indication that Maryland's MA program is intended to be more restrictive or broader than the federal Medicaid regulations with regard to the issues in the instant case.

Brown and the County each rely on different interpretations of Art. 87, § 46 and Md. Code (1982, 1994 Repl. Vol.), Health-General Art., § 15-113[3] to support their arguments regarding Brown's liability for the costs of his medical treatment. Article 87, § 46 provides in pertinent part:

> "(b) The sheriff shall provide food and board for all prisoners committed to the sheriff's charge and food and other articles for the comfort of sick prisoners as the physician attending the prisoners may deem necessary, the expense of which shall be paid by the county or Baltimore City.
>
> (c) Sick, injured, or disabled prisoners including those committed to the Commissioner of Pretrial Detention and Services shall be responsible for reimbursing the county or the State, as appropriate for the payment of all medical care, and shall furnish the sheriff with the following information:
>
> (1) The existence of any health

[3]Unless otherwise specified, all references to § 15-113 are to the Md. Code (1982, 1994 Repl. Vol.), Health-General Art.

insurance, group health plan, or prepai
medical care coverage under whi
is insured;

(2) the Maryland Medical Assistance Program t which the prisoner is entitled;

3) The name and address of the third

(4) The policy or other identifyin number.

* * *

e) The liability for payment for medical described under subsection[] (c) ... of his section may not be construed as requiring t by any person or entity, except by prisoner personally or through coverage o benefits described under subsection (c) o this section." (Emphasis added).

Section 15-113 of the Health-General Article provides:

`Inmate of a public institution defined. a public institution' has the meaning stated in e 42, § 435.1009 of the Code of Federa Regulations (1978 edition).

(Payment required. -- (1) If of a public institution is eligible fo federally funded Medicaid benefits, th Department [of Health and Mental Hygiene shall pay the custodial authority for an medical e d idual became an inmate.

n shall e rules l Assistance] Program.

Reimbursement. t s federal cost of medical care by either the State or local

> authority that is responsible for the inmate of a public institution."

Brown argues that he should not be held liable for any of the medical costs incurred on his behalf. He asserts that the Detention Center was not permitted to seek reimbursement from him before submitting a claim to DHMH for those costs which were covered under MA. Brown argues that reimbursement was available to the County during the first month of his incarceration under § 15-113. He further asserts that Art. 87, § 46(c)(2) would be meaningless if it required inmates or pretrial detainees to provide information regarding insurance and MA coverage, but did not require the County to utilize this information to seek reimbursement from these sources. Brown maintains that the consent form he signed is not a binding contract and that because, under the County's and the lower courts' interpretation, he would have been eligible for MA benefits had he been able to post bail, the denial of MA benefits only to those pretrial detainees who are unable to make bail is a violation of equal protection. Additionally, Brown claims that, even with regard to the dental bill for which he was not eligible for MA benefits, imposing the expense of medical treatment upon him without first establishing his ability to pay those costs is a violation of due process.

Relying on an opinion of the Attorney General that responded to an inquiry from the Baltimore City Solicitor regarding the exclusion of MA coverage for persons incarcerated in detention

centers, ___ 75 Op. Att'y Gen. 1101 (1990), the County argues that retrial detainees are not eligible for MA coverage. As set forth the Attorney General's advisory opinion, the federal Medicai program excludes inmates of public institutions from coverage See 75 Op. Att'y Gen. at 1102. Under the federal system, Medicaid is enied to a person who is an inmate of a public institution, which s defined as "a person who is living in a public institution." 42 .F.R. § 435.1009 (1993). Under the federal regulations, a person ho might otherwise fall within the definition of an inmate is not

> "(a) H r
> vo training institution for purposes
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> or
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> (b) He is in a public institution for temporary period pending other arrangement appropriate to his needs." (Emphasis added).

__. This second exception, the Attorney General and the Count assert, does not apply to pretrial detainees because "there i nothing s b l." 75 Op. Att'y Gen. at 1103. As s al's opinion, Maryland's MA program exclu inmates of public institutions and follows federal edicaid law in defining this term. 75 Op. Att'y Gen. at 1103-05; ode of Maryland Regulations (COMAR) 10.09.24.05G (1993); § 15-113. ionally, the Attorney General concludes, because § 15 113(b)(1) conditions DHMH's res

costs on the inmate's eligibility for federal Medicaid benefits, Maryland law follows the federal law and excludes benefits for pretrial detainees. 75 Op. Att'y Gen. at 1103.

We note that in effect, the Attorney General's opinion, relied on by the County, is not interpreting state law, but rather is determining who is an "inmate of a public institution," and more specifically, is determining the meaning of the exception for an inmate "in a public institution for a temporary period pending other arrangements appropriate to his needs" under federal Medicaid regulations. As the Attorney General sets forth, § 15-113 provides that DHMH must pay for the medical care costs of an inmate of a public institution "[i]f an inmate of a public institution is eligible for federally funded Medicaid benefits." See § 15-113(b). Furthermore, § 15-113 provides that "`inmate of a public institution'" is to be defined according to the federal definition. See § 15-113(a). Thus, the Attorney General's opinion in fact constitutes an analysis of the meaning of a federal regulation and a consideration of the impact of that regulation on state law. We note that the Attorney General's opinions on issues of state law, while not binding, are "entitled to careful consideration and serve as important guides to those charged with the administration of the law." Mitchell v. Register of Wills, 227 Md. 305, 310, 176 A.2d 763, 766 (1962). See also Montgomery County v. Atlantic Guns, Inc., 302 Md. 540, 548, 489 A.2d 1114, 1118 (1985); Auto. Trade Ass'n v. Harold Folk Enter., 301 Md. 642, 662, 484 A.2d 612, 622

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The County further contends that the exclusion of pretrial etainees from MA coverage is not violative of equal protection or e process. It asserts that Brown was not denied due proces because he had the opportunity to establish his inability to pa the medical bills at trial, but failed to do so. Additionall County maintains that excluding Brown from MA coverage under Art. 87, A

be had he been able to post bail, does not violate equal because the classification drawn by Art. 87, § 46 "is related to a legitimate state interest." See City of Tex. v. Cleburne Living Center, 473 U.S. 432, 440, 10 S.Ct. e

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t onsible for their medical expenses, irrespective of insurance coverage".

he issue of a government entity's ability to hold an indigent al detainee personally liable for the costs of medica treatment s

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addressing this precise issue.[4] Thus, we have found no authority interpreting the relevant provisions of the federal statute in question. In City of Revere v. Massachusetts General Hosp., 463 U.S. 239, 103 S.Ct. 2979, 77 L.Ed.2d 605 (1983), the Supreme Court considered a suit by Massachusetts General Hospital against the City of Revere to recover the medical costs of a suspect shot while being apprehended by the police. The Court held that the City of Revere fulfilled its constitutional obligations to the suspect by

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[4]Other jurisdictions have addressed the issue of allocation of liability between two or more parties other than the indigent pretrial detainee. See Harford County v. University, 318 Md. 525, 530-31 n.2, 569 A.2d 649, 652 n.2 (1990); St. Alphonsus Medical Center v. Killeen, 858 P.2d 760 (Idaho Ct. App. 1992)(allocation of medical costs as between county of detainee's residence and county of custody); Harrison Memorial Hosp. v. Kitsap County, 700 P.2d. 732 (Wash. 1985)(allocation of medical costs as between hospital and county); Metro. Dade Cty. v. P.L. Dodge Foundations, 509 So.2d 1170 (Fla. Dist. Ct. App. 1987)(allocation of medical costs as between hospital and county). See also Our Lady of Lourdes v. Franklin County, 842 P.2d 956 (Wash. 1993)(discussing the allocation of costs for indigent county jail inmates as between the treating hospital, the county, and the Department of Social and Health Services). In this context, some jurisdictions have also addressed the governmental entity's responsibility to pay for the medical expenses for only those prisoners who are found to be indigent and have no other source of coverage or benefits. See Metro. Dade Cty, supra; Dodge City Med. Center v. Bd. of Cty Com'rs, 634 P.2d 163 (Kan. Ct. App. 1981); Mt. Carmel Med. Center v. Bd. of Cty. Com'rs, 566 P.2d 384 (Kan. Ct. App. 1977). These cases either involve differing state statutory schemes from that applicable in the present case or were resolved based on prior case law in that jurisdiction. Additionally, these cases are not instructive on the issue of allocation of liability as between a government entity and the pretrial detainee individually. Finally, because our determination of the issue before us rests on our interpretation of the benefits conferred on a pretrial detainee, regardless of indigence, we do not find those cases addressing a requirement of proof of indigence before a governmental entity is required to pay for medical costs to be persuasive in the resolution of the instant case.

ensuring that he received the necessary medical treatment, City of Revere, 463 U.S. at 245, 103 S.Ct. at 2983, 77 L.Ed.2d at 611, and that "as long as the governmental entity ensures that the medical care needed is in fact provided, the Constitution does not dictate how the cost of that care should be allocated as between the entity and the provider of the care. That is a matter of state law." Id. See also Smith v. Linn County, 342 N.W.2d 861, 863 (Iowa 1984)(noting that the allocation of the cost of medical treatment between the prisoner and the responsible governmental entity is a matter of state law). Thus, City of Revere established that a government entity must provide necessary medical care to those detained by the entity and that "[i]f ... the governmental entity can obtain the medical care needed for a detainee only by paying for it, then it must pay." 463 U.S. at 245, 103 S.ct at 2983, 77 L.Ed.2d at 611. City of Revere did not, however, hold that a governmental entity could look first to the detainee personally for reimbursement without regard to available sources of reimbursement, such as Medicaid. In the instant case, there has been no contention that the County failed to provide Brown with needed medical treatment. The only issue is whether Brown can be held personally liable for the costs of his medical treatment without the County first seeking reimbursement from MA.

Brown points to Harford County v. University, 318 Md. 525, 569 A.2d 649 (1990) as establishing that, under Art. 87, § 46(c), the County must pay medical costs for an indigent pretrial detainee and

that before costs can be assessed against an individual, the County must determine that the person is not indigent. We disagree.

In Harford County, James T. Thompson, an indigent, was injured in a gun battle when Aberdeen police officers attempted to arrest him in connection with an alleged rape. Thompson was taken to the Shock Trauma Center at the University of Maryland Hospital in Baltimore for treatment of his injuries. The hospital subsequently sued the County to recover the unpaid costs of Thompson's treatment. In response, the County argued that it was not responsible for the costs of Thompson's treatment until the date on which he was committed to the custody of the sheriff by the district court commissioner.

In assessing the County's responsibility for medical costs, we considered the language of an old version of Art. 87, § 46 which provided:

> "`He [the sheriff] shall provide food and board for all prisoners committed to his charge and such food and other articles for the comfort of sick prisoners as the physician attending such prisoners may deem necessary, the expense of which shall be paid by the county or Baltimore City.'"

Harford County, 318 Md. at 529, 569 A.2d at 651 (quoting Md. Code (1957, 1979 Repl. Vol.), Art. 87, § 46). We held that under this older version of § 46, "the sheriff's duty to provide medical care ... is broad enough to require that [the sheriff] bear the cost of treatment which Thompson received at University Hospital" and that the fact that Thompson had not yet been presented to a judicial

officer on the charges for which he was arrested did not preclude the imposition of these costs on the sheriff. Harford County, 318 Md. at 530, 569 A.2d at 651. We note, however, that Art. 87, § 46 was amended in 1987 and 1988, subsequent to the Harford County decision, to add the reimbursement provisions at issue in the instant case. See Chapter 628 of the Acts of 1987; Ch. 591 of the Acts of 1988; Md. Code (1957, 1985 Repl. Vol., 1990 Cum. Supp.), Art. 87, § 46. Thus, in Harford County we did not consider the statute's current reimbursement provisions contained in § 46(c), and that case cannot be utilized to support Brown's position. We neither held in Harford County that the County is de facto responsible for the costs of medical treatment for an indigent pretrial detainee, nor made any finding that before costs could be assessed against a pretrial detainee, his or her ability to pay must first be determined. Because we have never before addressed this issue, we must therefore look to an interpretation of the relevant statutory provisions contained in both the federal Medicaid system and our State's MA program in order to determine Brown's personal liability for the costs of his medical care.

In interpreting the meaning of the applicable statutes, we first take note of our discussion of the principles of statutory construction contained in Frost v. State, 336 Md. 125, 647 A.2d 106 (1994), where we said:

> "In analyzing a statute, we must always be cognizant of the fundamental principle that statutory construction is approached from a

> "commensensical"' perspective. Thus, we seek avoid constructions that are illogical, or inconsistent with common
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> language `in isolation or out of context [but construe s general purpose and in the context of the ute as a whole.' In e Comm'r 332 Md. 124, 630 A.2d 713 (1993), we
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> statutes, pertinent legislative history an "other material that fairly bears on th fundamental issue of legislative purpose o goal...."' 7 (Kaczorowski v. City of Baltimore Md. "
> (Citations omitted).

We do not believe that the Attorney General's and the County' interpretations e c follows a common sense approach to the f t appear to clearly exclude pretrial det from coverage. The County, relying on the Attorney eneral's advisory opinion, argues first that the federal Medicaid ations, by prohibiting coverage for "inmates of publi institutions", t b General Article follows the federal definition, n hi advisory opinion, the Attorney General provides no federal to support his contention that 42 C.F.R. § 435.1009, authorizes coverage for an inmate who is "in a public for a temporary period pending other arrangement

appropriate to his needs" is not applicable to pretrial detainees. See 75 Op. Att'y Gen. at 1103. The Attorney General states only that, under Maryland law, there is nothing "inappropriate" about detaining those who cannot make bail.[5] We find this argument unpersuasive. The language of 42 C.F.R. § 435.1009 does not require that an inmate's temporary stay in a public institution be inappropriate; it requires only that the stay is temporary pending other appropriate arrangements. In the instant case, Brown was in jail because he was not able to post bond. He was therefore incarcerated for a temporary period until he was either able to post bond or until the disposition of the criminal charges against him. The disposition of the criminal charges would determine which of two arrangements would be appropriate to his needs. He would either need to be punished by a specific sentence of incarceration or need to be released because incarceration is not necessary or he is not guilty of the criminal charges. Thus, Brown appears to clearly fall within 42 C.F.R. § 435.1009(b)'s exclusion and is "in a public institution for a temporary period pending other arrangements appropriate to his needs."

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[5]The Attorney General cites only Md. Code (1957, 1987 Repl. Vol.), Art. 27, § 616½ and Maryland Rule 4-216(a) to support his contention that, because there is nothing "inappropriate" about detaining those who cannot meet bail or for whom no bail has been set, pretrial detainees are excluded from MA coverage. The provisions cited by the Attorney General, however, concern the setting of bail generally and in no way suggest that pretrial detainees are not "in a public institution for a temporary period pending other arrangements appropriate to his needs."

We have found no authority to support the Attorney General's conten that Medicaid coverage for an inmate "in a public for a temporary period pending other arrangement appropriate to his needs" is not intended to be applicable t pretrial l reg would intend that those who are indigent and eligible Medicaid would lose those benefits simply because they are nable to post bail pending the disposition of the criminal charges gainst them. Given that there is no persuasive authority holding

federal law, we reject the County's argument that § 15-113 of the Heal Article, by relying on the federal definition of

to pay for medical care on eligibility for Medicaid, excludes M coverage for pretrial detainees.[6]

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Solicitor, he infers the manner in which this regulation is being by states throughout the country. He begins with an mption that "[t]hose possessing the most basic acquaintanc with current events" will recognize, based on the fact that th Baltimore n
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reimb for pretrial detainees. Going further, Judge ky finds that, if there was a contrary construction, "th word would rapidly spread from state to state." He therefore
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Judge Rodowsky divines how the regulation is being uniformly

We further find nothing in Article 87, § 46(c) which indicates that the County may hold Brown directly liable for the costs of his medical treatment instead of seeking reimbursement under MA. The County points to the legislative history of Art. 87, § 46 to support its argument that it may look to Brown personally for reimbursement of medical costs without first seeking reimbursement from MA for those costs incurred while Brown may have been eligible for MA benefits. The County first points to the 1987 amendments to Art. 87, § 46, which had added the following:

> "In Calvert, Carroll, Charles, or St. Mary's Counties, sick, injured, or disabled prisoners shall be responsible for the payment of all medical care, and shall furnish the sheriff with the following information in order to reimburse the County Commissioners the cost of medical care...." (Emphasis added).

Ch. 628 of the Acts of 1987. The preamble to the amendments stated that the amendments were "[f]or the purpose of authorizing the sheriffs of [the applicable] counties to collect the cost of any necessary medical care for a sick prisoner from any health insurance, group health plan, or prepaid medical care coverage under which the prisoner is insured...." Ch. 628 of the Acts of 1987 (emphasis omitted). Thus, the County admits that under the 1987 amendments, "the Legislature intended for insurance to be a, and perhaps only, source of reimbursement." However, the County points to the amendments to the statute made in 1988 as evidencing a different purpose. These amendments deleted some of the language from the 1987 amendments and provided:

> "Sick, injured, or disabled pri
> responsible for reimbursing the county o
> Baltimore City for the payment of all medical
> ca and shall furnish the sheriff with the

Ch. 591 of the Acts of 1988, at 4052. Further, the preamble amendment stated simply that the amendment was "[f]or the purpose of ... requiring prisoners confined to local detention facilities o reimburse the county or Baltimore City for medical expenses and provide the sheriff with certain information regarding healt insurance and eligibility for benefits under the Maryland Medical Assistance Program...." Ch. 591 of the Acts of 1988, at 4049-50. he County argues that the "1988 legislative history eliminates any ubt that the Legislature intended prisoners to be personall responsible e language of the law as enacted leads to the same conclusion." We

We e history of Art. 87, § 46 to be unpersuasive in several respects.

while the County argues that the 1988 amendments allowed nties to pursue prisoners personally for reimbursement o medical expenses, the County fails to take note of another aspect of the 1988 amendments, adding § 46(d), which provides:

> liability for payment for medical care
> escribed under subsection (c) of this section
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Ch. 591 of the Acts of 1988, at 4052. The Attorney General construed the 1988 amendments as establishing "that when a prisoner is insured or entitled to medical assistance, that coverage will be used to reimburse the cost of the prisoner's care." 75 Op. Att'y Gen. at 1105. Thus, contrary to the County's assertion, the 1988 amendments did not clearly provide that prisoners could be held personally liable for the costs of medical treatment without regard to insurance coverage or other benefits for which they might be eligible.

The County additionally fails to take note of the 1991 amendments to Art. 87, § 46(c). See Ch. 59 of the Acts of 1991, at 1503-04. The 1991 amendment added the language contained within the brackets:

> "(c) Sick, injured, or disabled prisoners [including those committed to the Commissioner of Pre-Trial Detention Services] shall be responsible for reimbursing the county [or the State, as appropriate] for the payment of all medical care, and shall furnish the sheriff with the following information:
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> (1) The existence of any health insurance, group health plan, or prepaid medical care coverage under which the prisoner is insured;
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> (2) The eligibility for benefits under the Maryland Medical Assistance Program to which the prisoner is entitled;
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> (3) The name and address of the third party payor; and
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> (4) The policy or other identifying number." (Brackets and emphasis added).

Ch. e Acts of 1991, at 1503-04. By requiring that the

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detain are ineligible for MA coverage under federal law, the

ounty should first have attempted to seek reimbursement from DHMH

MA. Because Maryland's statute relies on the federal

gulations' definition of "inmate of a public institution" t

determine benefits for MA, DHMH

County for the costs of medical treatment provided to an indigent pretrial detainee who was eligible for benefits prior to incarceration when or if the federal regulation on which Maryland relies has been clarified to exclude benefits for pretrial detainees.

Under Art. 87, § 46(c), Brown was required to provide the Sheriff with information regarding insurance coverage and eligibility for MA benefits. Brown complied with his duties under the statute and informed personnel at the detention center that he was eligible for MA benefits at the time of incarceration and that his MA card was in his wallet, which had been confiscated by the County. The County therefore had all the relevant information necessary to seek reimbursement and was the only party in a position to do so. While the MA regulations provide for payments to be made to the provider of health care, they specify that "[t]he [p]rogram will make no direct payment to recipients [of health care]." COMAR 10.09.36.04(D). In the instant case, based on our interpretation of the federal regulation, Brown was eligible for MA benefits for the medical treatment he received on April 29, 1991 and May 3, 1991. Where, as here, the prisoner has complied with Art. 87, § 46(c) by providing information regarding eligibility for insurance and other benefits, the County must make reasonable efforts to seek reimbursement for these costs from DHMH.[7] Only if

[7]We note that the deadline for submission to DHMH for reimbursement has expired. See 42 C.F.R. § 447.45(d)(1)(1995)

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may DHMH deny reimbursement to the County. We do note, however, hat Mr. Brown's MA eligibility had expired at the time he received treatment, and he acknowledges that "the record does not

bill incurred in June, 1991." The County, therefore, may see reimbursement r

Brown lost his MA eligibility, directly from Brown.

In permitting the County to seek reimbursement directly from Brown s

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treatment should other sources be unavailable. That is, should a have no insurance or MA coverage, there is no equal

pretrial detainee for the costs of medical care. We also not

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r ed more than 9 months from the date of vice). Having missed the deadlines for submission for imbursement, the County cannot now turn to Brown fo reimbursement of costs which ma

there is no constitutional prohibition against seeking and obtaining a judgment against an indigent who has received medical treatment. Brown has cited no case, nor have we found a case, establishing an indigent's constitutional right to refuse to reimburse the government for furnished medical case.

The fact that there is no constitutional infirmity in seeking reimbursement from an inmate or pretrial detainee for costs incurred on his or her behalf where no other source of reimbursement is available is well supported by the Supreme Court's analysis of other reimbursement statutes. See Rinaldi v. Yeager, 384 U.S. 305, 86 S.Ct. 1497, 16 L.Ed.2d 577 (1966); James v. Strange, 407 U.S. 128, 92 S.Ct. 2027, 32 L.Ed.2d 600 (1972); Fuller v. Oregon, 417 U.S. 40, 94 S.Ct. 2116, 40 L.Ed.2d 642 (1974). See also George L. Blum, Annotation, Validity, Construction, and Application of State Statute Requiring Inmate to Reimburse Government for Expense of Incarceration, 13 A.L.R. 5th 872 (1993)(discussing state reimbursement statutes held valid under equal protection, due process, double jeopardy, and other constitutional challenges). In Rinaldi, the Supreme Court discussed the test for determining whether a reimbursement statute is violative of the Equal Protection Clause. The Court considered the constitutionality of a statute which required confined inmates who unsuccessfully appealed their convictions to repay to the state the costs of transcripts provided to the inmate for use in the appeal process. The statute applied only to unsuccessful inmates

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> But the Equal Protection Clause does requir
> that, in defining a class subject t
> legislation, the distinctions that are draw
> have `some relevance to the purpose for which
> the classification is made.'"

inaldi, 384 U.S. at 308-09, 86 S.Ct. at 1499-00, 16 L.Ed.2d

(citation omitted). The Court

State can validly provide for recoupment of the cost of appeal

from those who later become financially able to pay." i, 384

.S. at 311, 86 S.Ct. at 1501, 16 L.Ed.2d at 581. Nonetheless, the

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> [T]he present statutory classification is n
> less vulnerable under the Equal Protectio
> Clause when viewed in relation [to th

> purported function of deterring frivolous appeals]. By imposing a financial obligation only upon inmates of institutions, the statute inevitably burdens many whose appeals, though unsuccessful, were not frivolous, and leaves untouched many whose appeals may have been frivolous indeed."

Rinaldi, 384 U.S. at 309-10, 86 S.Ct. at 1500, 16 L.Ed.2d at 580-81.

In James, the Supreme Court considered the constitutionality of a Kansas statute which enabled the state to recoup counsel and other legal defense fees incurred when counsel was provided to indigent defendants. The statute allowed the state to obtain a judgment for the costs against the indigent and permitted recovery of the judgment by garnishment or any other procedure provided by the state's civil procedure code. The statute, however, did not provide for most of the exemptions from the enforcement of a judgment permitted for other judgment debtors. Recognizing the Rinaldi Court's assumption that government entities could seek reimbursement from those for whose benefit money was expended, the James Court noted "that state recoupment statutes may betoken legitimate state interests." James, 407 U.S. at 141, 92 S.Ct. at 2035, 32 L.Ed.2d at 611. The Court nonetheless held the statute unconstitutional because, by precluding the exemptions for repayment permitted to other judgment debtors of the state, the statute resulted in unconstitutional discrimination against the indigent defendant who had been provided counsel. James, 407 U.S. at 140-41, 92 S.Ct. at 2034, 32 L.Ed.2d at 610. The Court thus

h e interests inherent in the state's
r rests are not thwarted by requiring
mo even treatment of indigent criminal defendants with other
lasses of debtors...." James 407 U.S. at 141, 92 S.Ct. at 2035,
32 L.Ed.2d at 611.

in Fuller e
constitutionality of an Oregon recoupment statute which permitted
state to seek reimbursement of defense costs from convicte
defendants l
procee against them, later acquired the means to repay the
of their defense. Repayment of costs was not a mandatory

or wou .
F , 417 U.S. at 45, 94 S.Ct. at 2120-21, 40 L.Ed.2d at 650. A
victed person obligated to repay could petition the court fo
remission e
defendant Fuller, 417 U.S. at 45-46, 9
S.Ct. James,
he Supreme Court held that the Oregon statute was not violative of
Fuller, 417 U.S. at 46-48, 94 S.Ct.
t 2121-22, 40 L.Ed.2d at 650-51. The Court noted that, unlike the
at issue in , the Oregon statute did not entail the
ial of the same exemptions as allowed other judgment debtors
Fuller, .
Further, Fuller Court held that, unlike the invidiou

c ute at issue in Rinaldi
statute's distinction between requiring payment of those who were convicted e
u rational one. Fuller
49-50, 94 S.Ct. at 2122-23, 40 L.Ed.2d at 652-53. The Court held that "[t]his legislative decision reflects no more than an effort achieve elemental fairness and is a far cry from the kind of discrimination that the Equal Protection Clause ondemns." Fuller .2d at 652-53.

find the reasoning of Rinaldi James, and _____ to be rticularly applicable to the issues presented in the instan case. We find nothing unconstitutional in Art. 87, § 46's aim of seeking reimbursement from an inmate or pretrial detainee for the

constitutional purpose of seeking to replenish the coffers of the state and looks to both those who are indigent and those who are inancially able to reimburse the state for costs incurred on their ehalf. Although the state may in fact never be able to collect on judgment obtained against an indigent, they may wish to pursue judgment in the event that an indigent inmate or pretrial

Any potential constitutional infirmity in the County' position comes not from its desire to seek reimbursement from a indigent pretrial detainee, but

etrial detainee is eligible for MA benefits prior t
incarceration, he or she will r
they are financially able to post bail. In the instant case,
is no dispute that Brown would have been eligible for MA benefits
f he had
the s
interp an indigent detainee would therefore lose his or

need d
exem the kind of invidious discrimination found in the
in Rinaldi James, although one might question th
rational l
detainees who are indigent and unable to post bail.

We further hold that the County cannot contravene it
responsibility to seek reimbursement from available sources under
Art. s

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[8] l
See
75 tt'y Gen. 1101 (1990). The Attorney General stated that
he rationale for the exclusion of benefits under federal Medicaid
"`to insure that Medicaid funds are not used to finance car
which traditionally has been th
governments.'" .
13196 985)). The Attorney General argued that § 15-113 of the
that DHMH would be reimbursed for the nonfederal cost of medica
care by either the State or local authority that is responsib
the in See § 15-113(c). This argument may not provide
rational basis for excluding pretrial detainees who are unable to
make d
otherwise be entitled had they been able to make bail.

signature on a "Health Services Consent Form," as the County did in the present case. As we have made clear, an inmate or pretrial detainee may ultimately be responsible for the costs of medical treatment he or she receives while in custody. This does not mean, however, that the County or other state entity may disregard available sources of reimbursement in seeking to recoup the costs it incurs on behalf of an inmate or pretrial detainee.

IV.

Brown has also argued that the imposition of a judgment for the costs of his medical treatment violates due process because the Detention Center did not first determine whether he had the ability to pay. We find Brown's argument on this point to be unpersuasive. First, the County provided Brown with all necessary medical treatment as required by law. Second, as we have set forth above, the County may seek reimbursement for the costs of this medical treatment from applicable insurance and MA benefits or from Brown should other sources be unavailable. Third, the County may obtain a judgment against an indigent inmate or pretrial detainee in the hope that the indigent may later obtain the ability to satisfy the judgment. Finally Brown presented no evidence regarding his inability to pay the costs of his medical treatment. Thus, we find that due process has not been violated.

V.

As we have already noted, the County had taken possession of Brown's MA card and, having paid the health insurance providers, was the only party who could properly seek reimbursement from DHMH. Thus, we hold that, where the County has placed itself in such a position that it is the only party able to seek reimbursement under MA from DHMH, absent a binding federal determination that federal law excludes pretrial detainees from obtaining Medicare benefits, the County must make reasonable efforts to seek reimbursement where the pretrial detainee may be eligible for benefits under MA. We further find no indication in the language or legislative history of the applicable federal and state statutes and regulations that would indicate that pretrial detainees are ineligible for MA benefits.

In conclusion, we hold that for those medical bills incurred while Brown may have been eligible for MA benefits, the County should first have sought reimbursement from DHMH before pursuing Brown for reimbursement. We further hold that until the language of the federal regulation has been conclusively determined to exclude benefits for pretrial detainees, DHMH may not deny reimbursement to the County for the costs of medical treatment provided to indigent pretrial detainees who were eligible for MA benefits prior to incarceration. As Brown was not eligible for MA when he received dental treatment, the County did not violate Brown's rights to equal protection or due process in seeking reimbursement for the costs of dental treatment from Brown.

JUDGMENT OF THE CIRCUIT COURT FOR CARROLL COUNTY REVERSED. COSTS TO BE PAID BY RESPONDENT.