



RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

	POLICY NUMBER: 2.28-3 DOC	EFFECTIVE DATE:	PAGE 1 OF 10
	SUPERCEDES: 2.28-2 DOC	DIRECTOR: Please use BLUE ink. 	
SECTION: FISCAL MANAGEMENT		SUBJECT: MEDICAL CO-PAY	
AUTHORITY: Rhode Island General Laws (RIGL) § 42-56-10 (22), Powers of the director; § 42-56-38, Assessment of costs			
REFERENCES: The most recent version of RIDOC policy #'s 2.19 DOC, Rules & Regulations/ Assessment of Costs ; 18.68 DOC, Right to Refuse Treatment ; NCCHC Position Statement, Charging Inmates for Health Care Services, 03/31/96; DOJ Final PREA Standards § 115.21, Evidence protocol and forensic medical examinations; § 115.82, Access to emergency medical and mental health services			
INMATE / PUBLIC ACCESS?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
AVAILABLE IN SPANISH?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

I. **PURPOSE:**

- A. To specify medical co-payment amounts.
- B. To establish a procedure for the imposition and collection of co-payments from incarcerated **sentenced** offenders for certain medical services and supplies.

II. **POLICY:**

- A. The Rhode Island Department of Corrections (RIDOC) assesses and collects fees from incarcerated **sentenced** offenders (hereinafter referred to as "inmates") for the provision of certain medical services and supplies. Specific services/supplies and fees are outlined below and were determined following a public hearing.
- B. No inmate is refused medical treatment based on his/her inability to pay. All inmates are provided the same opportunities to receive necessary health care services without regard to their ability to pay for such services. If an inmate does

not have adequate funds in his/her account, the charge will remain until funds are available as per section III.D.

- C. Inmates are not charged for on-site medical visits to staff physicians that are initiated by RIDOC staff (medical staff/correctional staff), nor are inmates required to pay for RIDOC initiated on-site follow-up medical visits to staff physicians.

NOTE: Co-pay is charged for services provided on-site medical specialists, with the exception of HIV or psychiatry.

- D. Cosmetic procedures are generally not authorized. Inmates may submit appeals to the Medical Program Director, who has sole authority over such matters.
- E. The Medical Program Director considers elective procedures (e.g., hernia repair) on a case-by-case basis.

III. PROCEDURES:

A. Assessable Services and Supplies

1. Medical Services - Inmates are charged a \$3.00 co-payment for each inmate-initiated visit with RIDOC medical staff, generally referred to as a "sick call visit".

The following services are **excluded** from the co-payment requirement:

- (1) Emergency services rendered by an emergency room/urgent care center.
- (2) Initial assessments during committing and classification processes, entrance physicals, transfer evaluations, and annual physicals for inmates over forty (40) years of age.
- (3) On-site laboratory work (including inmate requests for HIV testing), EKG, and radiological procedures.
- (4) Immunizations, Tuberculosis (TB) screening, vaccines, and other treatments instituted by RIDOC for public health reasons.

- (5) Dressing changes and other treatments ordered by Health Care Services (“HCS”) staff.
- (6) Medical visits to staff physicians initiated by RIDOC medical/mental health staff and follow-up visits to staff physicians related to an initial problem or chronic condition.
- (7) Yearly dental cleaning.
- (8) Prenatal care.
- (9) Medical Parole – Inmates who have applied for Medical Parole, but were denied for non-medical reasons, are exempt from all co-payment fees.

2. Behavioral Health

The following services are excluded from the co-payment requirement:

- a. Mental health and substance abuse treatment.
- b. Psychological and social work services.
- c. Referrals to psychiatrists by Health Care Services personnel.

3. Dental Services

- a. Inmates, including parole violators, are not charged for initial dental examinations performed during the committing and classification processes and a yearly cleaning.
- b. Inmates are assessed a co-payment on a fee-for-service basis for both on-site and off-site treatment as noted below:
 - (1) \$3.00 for each dental visit, including but not limited to each restoration, extraction, examination, root canal, surgical removal of an impacted tooth, other minor surgery and adjunctive procedure such as occlusal adjustment, denture adjustment, in-house denture repair/reline.
 - (2) \$70.00 for dentures.

- (3) \$35.00 for laboratory reline, per arch.
- (4) \$35.00 for night guard.
- (5) 100% of the replacement cost of any dentures lost, damaged, or destroyed, if dentures are less than two (2) years old, except where it is determined that RIDOC staff was negligent.

NOTE: Staff negligence is determined by the appropriate administrator, i.e., Warden or designee if custody staff is involved; Associate Director of Health Care Services (Corrections) if Health Care Services staff is involved.

4. Specialty Consultation

A co-payment fee of \$6.00 per visit on-site or off-site, up to a maximum of \$125 per calendar year, is charged for each specialty consultation appointment.

- a. On-site specialists (e.g., podiatrist, ENT, oral surgeon, etc.) \$6.00 each visit, including follow-up appointments.
- b. Off-site -- \$6.00 for each outside hospital/clinic trip/office visit, including follow-up appointments.

NOTE: Inmates are **not** charged for trips to emergency room/urgent care centers for emergency treatment.

5. Federal Inmates

Federal rules and regulations will be utilized to determine medical co-payment amounts for federal inmates.

6. Medication

- a. Inmates are charged \$3.00 for each order of over-the-counter medication not available from the inmate commissary. An order is defined as a thirty (30) day supply or less.

- b. If an inmate decides not to take his/her medication, he/she must submit a slip to request the doctor discontinue the medication, otherwise a charge will appear on his/her ledger for each month the prescription is valid.
- c. Inmates are not charged for “maintenance” medications for a chronic condition (e.g., Hepatitis C, HIV, hypertension and diabetes).

7. Prosthetics:

- a. No co-payment for **initial** prosthetic **limbs**.
- b. No co-payment for initial “essential” mechanical aids as determined by the Medical Program Director (e.g., hearing aids).
- c. 50% of the acquisition cost of any other prosthetic limbs/devices/mechanical aids, not to exceed \$250.00 per limb/device/mechanical aid.
- d. 100% of replacement/repair cost of any prosthetic limb, device, and/or mechanical aid if lost, damaged, or destroyed, if these items are less than two (2) years old, except where it is determined that RIDOC staff was negligent. (See, III.A.3.b. (5) NOTE)

8. Optical Devices

- a. \$6.00 co-payment for each visit to an optician, optometrist or ophthalmologist.

NOTE: Upon request, each inmate is allowed only one (1) eye exam and/or pair of eyeglasses annually, and charged the appropriate medical co-payment, unless the inmate’s medical condition changes.

- b. \$15.00 co-payment toward the purchase of each pair of eyeglasses, lenses, or frames per year.
- c. 100% of the replacement or repair cost of any eyeglasses, lenses, or frames lost, damaged, or destroyed by the inmate, if the glasses are

less than one (1) year old, except where it is determined that RIDOC staff was negligent. (See, III.A.3.b. (5). NOTE)

- d. 50% of the acquisition cost for “specialty” items (e.g., tinted lenses), not to exceed a maximum of \$125.00 per item. However, tinted lenses must be deemed medically necessary by an appropriate medical specialist.
- e. Inmates may **not** purchase eyeglasses directly from any vendor.

9. Dentures, Prosthetics, and Optical Devices Reported Stolen or Vandalized

If custody or medical staff receives a complaint from an inmate alleging a theft or vandalism, the complaint is investigated by either the Associate Director of Health Care Services (Corrections) or the Warden. Either administrator may request a formal investigation be conducted by the appropriate RIDOC investigatory unit. The inmate owner of the dentures, prosthesis, or optical devices will not be responsible for the replacement cost **if** an investigation concludes that:

- a. a theft did, in fact, occur;
- b. vandalism was committed by someone other than the inmate owner of the dentures, prosthesis, or optical devices; or
- c. RIDOC staff was negligent.

10. Missed Appointments – Inmates failing to appear for or refusing to be seen at scheduled billable on-site or off-site medical appointments are charged the applicable co-payment amount, **unless**:

- a. the appointment was missed due to circumstances beyond the inmate’s control (e.g., court date, facility lockdown, conflicting clinic appointment); or
- b. the inmate decides he/she does not wish to keep the medical appointment **and** notifies RIDOC Health Care Services staff of his/her decision in advance. (See policy #18.68 DOC, Right to Refuse Treatment, or successive policy.)

- (1) This decision may be made in consultation with RIDOC HCS staff (e.g., if the inmate's condition has improved and the inmate and RIDOC HCS staff agree that the appointment is no longer necessary) or independently [e.g., the inmate does not wish to forfeit a scheduled event (such as an educational recognition ceremony) in order to keep the outside medical appointment].
- (2) However, such notification must be made in advance of the scheduled appointment date.
- (3) The inmate **will** be charged the appropriate co-payment amount if:
 - (a) the inmate decides at the last minute that he/she does not wish to keep the outside medical appointment for a frivolous reason, as determined by RIDOC HCS staff (e.g., the inmate does not wish to leave the ACI during inclement weather, or he/she does not like the transporting officers); or
 - (b) the notification coincides with the actual date of the appointment.
- (4) Co-payment amounts are:
 - (a) \$3.00 for missed routine medical or dental appointments;
 - (b) \$6.00 for missed specialty consultation appointments.

B. Inmate Notification

Inmates will be provided with a summary of the medical co-payment fee schedule (Attachment 1) during the Admission and Orientation presentation. The counselor conducting the presentation will refer inmates to policy #2.28-3 DOC, Medical Co-Pay, in the facility law library and provide further explanation, if so requested.

C. Co-Payment Charge Process

1. The Associate Director of Health Care Services (Corrections) designates a person(s) in each dispensary/infirmary who is responsible for implementing the in-facility activities associated with this policy.

a. Upon arriving at the infirmary/dispensary, the inmate is asked to sign a medical care co-payment form. However, if the service falls under the non-billable category, the inmate is not required to sign the form. If the inmate feels this is an exempt service, he/she notifies the Health Care Services staff person, who confirms the exception.

NOTE: For off-site appointments, Health Care Services staff will generate monthly reports regarding medical furloughs (from INFACETS) and forward them to Inmate Accounts for processing.

b. The designated employee forwards all co-payment forms and a certified list of missed appointments to the Health Care Services Administration office on a daily basis. He/she ensures the transmittal includes the facility name, date and service to be charged.

c. Inmate Accounts prepares a monthly report summarizing inmate co-payments by category and facility to the Assistant Director of Rehabilitative Services and to the Associate Director Financial Resources.

2. Inmate Accounts staff place appropriate charges against the inmate's individual account. Such charges are specifically identified on the inmate's ledger report. Any questions on how to interpret a ledger report should be directed to a counselor.

D. Insufficient Balance in Inmate's Account

1. If the inmate's available (active) balance is not sufficient to meet the medical co-payment amount:

a. All but ten dollars (\$10.00) will be withdrawn from the active account;

- b. The balance owed is charged as debt to the inmate's account;
 - c. One-half (1/2) of all subsequent deposits are used to offset the debt until the charges are paid in full;
 - d. There are no restrictions on the other half of the deposits beyond the normal restrictions.
2. Any remaining debt at the time of an inmate's release from institutional custody is considered a legal debt and is subject to civil remedy by the State.
 3. If the individual returns to institutional custody before repayment of debt, his/her inmate account reflects any unpaid debt from prior incarceration(s).

E. Appeals

1. Consistent with RIDOC's policy governing the Inmate Grievance Procedure (policy #13.10 DOC, Inmate Grievance Procedure, or successive policy), **medical decisions are not grievable**. The Medical Program Director's decisions are final.
2. However, inmates who believe any provision of the medical co-pay policy was violated may seek resolution via the Department's established Inmate Grievance Procedure.
3. Consistent with policy #13.10 DOC, Inmate Grievance Procedure, or successive policy, inmates must attempt to resolve the issue within the proper chain of command before filing a formal grievance.
 - a. Inmates should submit initial inquiries **regarding co-payment amounts** to the **Inmate Accounts Office** within thirty (30) days of receipt of the ledger report.
 - b. Inmates should submit initial inquiries regarding **grievances not related to medical decisions or medical co-payment amounts** (for example, was the policy applied incorrectly as to whether or not a medication or service is subject to a co-payment) to the **Associate Director of Health Care Services** (Corrections) within thirty (30) days of receipt of the ledger report.

4. If unsatisfied with the response from Inmate Accounts or the Associate Director of Health Care Services (Corrections), inmates may utilize the established Inmate Grievance Procedure.
5. Formal grievances must be written and include copies of initial responses received from Inmate Accounts or the Associate Director of Health Care Services (Corrections).