PROPOSED FINAL VERSION; 01/15/04
RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

No inmate will be refused medical treatment based upon his/her inability to pay. Under this policy, inmates will be provided the same opportunities to receive necessary health care services without regard to their ability to pay for such services.

Inmates will not be charged for medical services that are initiated by the RIDOC nor will inmates be required to pay for follow-up medical visits initiated by RIDOC medical staff (e.g., chronic conditions such as Hepatitis C, HIV, Hypertension, and Diabetes).

CO-PAYMENT CHARGES

Medical Services

Inmates will be charged a $3.00 co-payment for each inmate-initiated visit, generally referred to as "sick call visit". The following services are excluded from co-payment requirement:

a. Emergency services as a result of potentially life threatening illnesses or injuries as determined by the medical authority.

b. Initial assessments during the committing and classification process, entrance physicals, transfer evaluations, and annual physicals for inmates over forty (40) years of age.

c. Laboratory work, (including inmate requests for HIV testing), EKG and radiological procedures.

d. Immunizations, Tuberculosis (TB) testing, vaccines, and other treatments instituted by RIDOC for public health reasons.

e. Psychological and social work services.

f. Referrals to psychiatrists by health care personnel.

g. Dressing changes and other treatments ordered by health care staff.

h. Medical visits initiated by RIDOC medical/mental health staff and staff-scheduled follow-up visits related to an initial problem or chronic condition.

i. Yearly dental visits and dental referrals initiated by RIDOC medical staff.

j. Prenatal care.

Specialty Consult

a. On-site (podiatrist, ENT, oral surgeon, etc.) -- $6.00, including follow-up appointments, initiated by inmates, not to exceed a maximum of $125.00 per year.

b. Off-site -- $6.00 for each outside hospital/clinic trip, including follow-up appointments, initiated by inmates, not to exceed a maximum of $125.00 per year.

NOTE: Inmates will NOT be charged for trips to outside facilities for emergency treatment.

Medical Parole

Inmates who have applied for Medical Parole, but were **denied for non-medical reasons,** shall be exempt from all co-payment fees.

Public Notice: 10-12-2003 Public Hearing: 11-20-2003
FEE SCHEDULE ONLY.

PROPOSED FINAL VERSION; 01/15/04
RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

INS Detainees

INS rules and regulations will be utilized to determine medical co-payment amounts for INS detainees.

Medication:

a. Inmates are charged $3.00 for each order of a non-exempt medication not available from the inmate Commissary.

b. The co-payment for non-preferred prescription medication (determined by Pharmacy and Therapeutics Committee) is $3.00 (each prescription), not to exceed a maximum of $125.00 per year.

c. Exempt medications are defined as drugs or medications that the Food and Drug Administration (FDA) has determined require a prescription. Exception: Those non-preferred prescription medications described above (b.).

d. Non-exempt medications are those generally sold "over-the-counter".

Dental Services:

Inmates will be assessed a co-payment on a fee-for-service basis for both on-site and off-site treatment as noted:

a. $3.00 for any dental visit to include but not be 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.

b. $70.00 for dentures.

c. $35.00 for denture laboratory reline, per arch.

d. $35.00 for night guard.

e. 100% of the replacement cost of any dentures lost, damaged, or destroyed, if dentures are less than two (2) years old, except where it has been determined that RIDOC staff were negligent.*

Inmates, including parole violators, will not be charged for the initial dental examination performed during the committing and classification processes.

Prosthetics:

Inmates will be charged for prosthetic limbs/devices/mechanical aids as noted below:

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/mechanical aid** if lost, **damaged, or destroyed, if these items are less than two (2) years old**, except where it has been determined that RIDOC staff were negligent.*

PROPOSED FINAL VERSION; 01/15/04
RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

Optical Devices:

a. $6.00 co-payment for each non-RIDOC initiated visit to an optician.

NOTE: Each inmate is entitled to one (1) eye exam and/or pair of eyeglasses annually, unless the inmate's medical condition changes.

b. $15.00 co-payment toward the purchase of eyeglasses, lenses, or frames.

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 has been determined that RIDOC staff were negligent.*

d. 50% of the acquisition cost for "specialty" items (e.g., transitional lenses), not to exceed a maximum of $125.00 per item.

e. Inmates may not purchase eyeglasses directly from the vendor.

Dentures, Prosthetics, and Optical Devices Reported Stolen or Vandalized

If custody or medical staff receive 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 were negligent.

Missed Appointments – Inmates failing to appear for or refusing to be seen at scheduled billable on- 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 (for example, court date, facility lockdown, conflicting clinic appointment); or

b. the inmate decides s/he does not wish to keep the outside medical appointment **and** notifies RIDOC Health Care Services staff in advance of his/her decision. (See policy #18.68 DOC, Right to Refuse Treatment.)

- This decision may be made in consultation with RIDOC HCS staff (for example, if the inmate's condition improves and the inmate and RIDOC HCS staff agree that the appointment is not necessary) or independently [for example, the inmate does not wish to forfeit a scheduled event (such as an educational recognition ceremony) in order to keep the outside medical appointment].
- However, such notification must be made in advance of the scheduled appointment's date.
- The inmate **will** be charged the appropriate co-payment amount if:
  - the inmate decides at the last minute that s/he does not wish to keep the outside medical appointment for a frivolous reason, as determined by RIDOC HCS staff (for example, the inmate does not wish to leave the ACI during

PROPOSED FINAL VERSION; 01/15/04
RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

inclement weather, or s/he does not like the transporting officers); or
  - the notification coincides with the actual date of the appointment.
- Co-payment amounts:
  - $3.00 for missed routine medical or dental appointments;
  - $6.00 for missed specialty consult appointments.

*NOTE: Staff negligence is determined by the appropriate Administrator [i.e., Warden or designee if custody staff are involved; Associate Director of Health Care Services (Corrections) or designee if health care staff are involved].

Appeals:

- Consistent with RIDOC's policy governing the inmate grievance procedures (13.10 DOC, or a successive policy), **medical decisions are not grieveable**. Decisions by the Medical Program Director are final.
- 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.
- Consistent with policy 13.10 DOC, or a successive policy, inmates must attempt to resolve the issue within the proper chain of command before filing a formal grievance.
  - Inmates should submit initial inquiries **regarding co-payment amounts to the Inmate Accounts Office** within thirty (30) days of the posted transaction.
  - 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).
- If unsatisfied with the response from Inmate Accounts or the Associate Director of Health Services (Corrections), inmates may utilize the established inmate grievance procedure.
- Formal grievances must be written and include copies of initial responses—from Inmate Accounts or the Associate Director of Health Care Services (Corrections).