

RIDOC MEDICAL CO-PAYMENT FEE SCHEDULE SUMMARY

This policy pertains to incarcerated sentenced inmates. No inmate is refused medical treatment based upon his/her inability to pay. Under this policy, inmates are 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 visits to staff physicians that are initiated by the RIDOC staff (medical staff/correctional staff) nor are inmates required to pay for follow-up medical visits to staff physicians.

CO-PAYMENT CHARGES

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 co-payment requirement:

- a. Emergency services rendered by an emergency room/urgent care center.
- b. Initial assessments during the committing and classification processes, entrance physicals, transfer evaluations, and annual physicals for inmates over forty (40) years of age.
- c. On-site 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 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.
- i. Yearly dental cleanings.
- j. Prenatal care.

Specialty Care

\$6.00 per visit on-site or off-site, up to a maximum of \$125 per calendar year.

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

NOTE: Inmates will NOT be charged for trips to emergency room/urgent care centers 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.

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Federal Detainees

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

Medication

- a. Inmates are charged \$3.00 for each 30-day supply (or less, depending on the prescription) of over-the-counter medication not available from the Inmate Commissary.
- b. If an inmate decides not to take his/her medication, he/she must submit a slip to see request the doctor and discontinue the medication, otherwise a charge will appear on his/her ledger each month the prescription is valid.
- c. Inmates will not be charged for "maintenance" medications for a chronic condition (e.g., Hepatitis C, HIV, Hypertension or Diabetes.)

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. \$6.00 for visits with the oral surgeon either on-site or off-site.

- c. \$70.00 for dentures.
- d. \$35.00 for denture laboratory relines, per arch.
- e. \$35.00 per night guard.
- f. 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 was 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 the 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 was negligent.*

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Optical Devices

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

NOTE: Upon request, each inmate is allowed one (1) eye exam and/or pair of eyeglasses annually with 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.*
- 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.

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.

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 (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.)
 - This decision may be made in consultation with RIDOC HCS staff (e.g., if the inmate's condition improves and the inmate and RIDOC HCS staff agree that the appointment is not 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].
 - However, such notification must be made in advance of the scheduled appointment date.

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- 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 transportation 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 consultation appointments.
- Inmates should submit initial inquiries regarding co-payment amounts to the Inmate Accounts Office within thirty (30) days of receipt of the ledger report.
 - Inmates should submit initial inquiries regarding grievances not related to medical decisions or medical co-payment amounts (e.g., 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 ledger report.

Co-payment amounts:

- \$3.00 for missed routine medical or dental appointments;
- \$6.00 for missed specialty consultation appointments.

*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.)

Appeals

- Consistent with RIDOC's policy governing the Inmate Grievance Procedure (13.10 DOC, or successive policy), medical decisions are not grievable. The Medical Program Director's decisions 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.