

PURPOSE:

The purpose of this Administrative Regulation is to ensure that all inmates incarcerated in the County Detention Facility are provided with appropriate medical attention while making the inmate responsible for a portion of his/her medical care.

POLICY:

All inmates at the Citrus County Detention Facility will be responsible for payment of any medical treatment received during their incarceration in accordance with the fees set forth in this Administrative Regulation.

Inmates will be charged for their medical care if it is self-initiated or non-emergent in nature.

Inmates considered or proclaimed as "indigent" will be provided care but will still be responsible for payment of their medical care either by their cash account, or at a future date, as a result of an In-Facility Lien.

Refusal of an inmate to cooperate with regard to providing information relative to their indigent status and payment of charges levied against them will be assumed to be "non-indigent" and such refusal may result in the removal of all gain time for which they are entitled.

NO INMATE WILL BE DENIED MEDICAL CARE DUE TO INABILITY TO MAKE PAYMENT.

AUTHORITY:

Florida Statutes 951.032(1) (a) and 901.35.

DEFINITIONS:

For the purposes of this Administrative Regulation the following words or phrases will have the definition as set forth herein:

Charge Document - identifies the fees charged for medical services rendered to a specific inmate. (Exhibit "C")

Fee Schedule - list of medical services and costs charged to an inmate for services rendered (referred to as Exhibit "A").

Inmate Cash Account - an inmate's personal money account.

Computerized In-Facility Medical Tracking Form – a computer data base entry generated on inmate's who leave the Citrus County Detention Facility with a medical lien on their inmate cash account (Exhibit "D").

Physician Doctor - doctor services whether services are provided by the Facility Doctor, outside referral or physician's assistant.

In-facility Lien – An attachment placed against an inmate's cash account if there are sufficient funds to cover the costs of medical services rendered to the inmate.

PROCEDURES: MEDICAL SERVICES:

A. PROVISION OF SERVICES

All inmates will be provided access to appropriate medical care regardless of their ability to pay for such services.

Except for emergency medical services, all other medical services will be provided as defined in the inmate medical treatment procedure established by Corrections Corporation of America.

All indigent inmates will be required to pay for services received at the rates set forth in Exhibit "A" **if the services are self-initiated**. Charges for such services will be charged against an inmate's cash account for each visit by an inmate to a nurse, physician, physician's assistant, dentist, x-rays, therapists, laboratory work, hospitals, ambulance calls and all other medical treatment providers.

Fee schedules are set by the Board of County Commissioners upon recommendations by Corrections Corporation of America and the Contract Monitor. Review of such fees will take place annually in November for presentation and consideration by the Board of County Commissioners in December. Any changes to the fee schedule will be implemented on January 1 of each year. The fee schedule will be posted in each housing area and a copy given to all inmates during the booking process.

At the time an inmate is booked into the Facility, they will be presented with a memorandum detailing the medical program and the charges related thereto; and a florescent notice which states that their cash account is subject to be liened for medical charges.

There will be no charge for scheduled follow-up visits to the in-facility nurse or doctor for a period of 30 days.

Prescription Medications:

Prescription Medications will be provided to inmates at the actual cost of the prescription.

Over-the-Counter (OTC) Medications:

Over-the-counter medications (OTC's) are currently available in the commissary and do not require visits to the nurse to obtain such medications. These include such items as: aspirin, Tylenol, etc. However, if an inmate chooses to visit the clinic for over-the-counter medications, the cost per medication is \$2.00.

B. PROVISION OF SERVICE AT LOCATIONS SPECIFICALLY REQUESTED BY AN INMATE:

The inmate may request to have his/her personal physician to come to the Facility for a pre-approved visit to consult with the Facility Doctor regarding the inmate's condition and treatment. Such visits will be at the **inmate's expense**, but all treatment and/or medications will be under the authorization and supervision of the Facility's Medical Department.

The inmate has the right to request, **through the Facility Doctor**, to be treated by their personal physician. If the Facility Doctor **agrees** to allow the inmate to be treated by their personal physician, the **inmate must pay in advance** for the cost of such treatment plus all transportation costs to and from the treating physician.

All visits to physicians other than the Facility Doctor must be pre-approved by the Facility Doctor.

C. VERIFICATION OF INMATES'S FINANCIAL STATUS:

In accordance with Florida Statute Chapters 951.032 and 901.35, all inmates requesting medical treatment will be required to cooperate with the County in determining their financial status and ability to pay for such medical care.

Failure to cooperate will result in the inmate being classified as "non-indigent" and such inmates will incur medical charges at the rate incurred by the County as opposed to the sliding scale. Such failure may also result in the loss of gain time. During the investigation process and discussions with inmates to complete the financial information form, if the inmate becomes belligerent, makes abusive comments, provides false information, or other unacceptable activities which are not allowed in the detention facility, the inmate will receive a disciplinary report and such action may result in the loss of all gain time and the inmate will automatically be classified as "non-indigent".

The purpose of this process is to determine whether or not the individual is "indigent" or "non-indigent" for the purposes of assessing charges. There is no other purpose or intention with regard to this procedure.

Regardless of the inmate's ability to pay at the time services are rendered, medical service will be provided. However, the County will require reimbursement from the inmate as set forth in this policy.

All inmates requesting and receiving medical treatment will be subject to an "indigent status verification process". This process involves the completion of a verification form, which includes information related to financial status, assets, current and prior addresses, relatives, etc.

The form will be completed on each individual receiving medical attention and a determination will be made as to their ability to pay for services rendered at which time they will be classified as "indigent" or "non-indigent".

The inmate verification status form is essentially the same form, with minor modifications, that is utilized by the Health Department to determine the indigent status of county residents in need of medical services. The criteria for determining indigent status will be based upon the State's guidelines.

Inmates who meet the indigent guidelines for indigence classifications will be responsible for payment of their medical charges as set forth in Exhibit "A". Inmates who do not meet the indigence classification requirements will be responsible for the payment of their medical charges at the full rate, that is the cost that the County pays for their medical care.

D. COLLECTION AND ACCOUNTABILITY:

Upon receipt of a written request from any person requesting non-emergency medical, dental or psychiatric service(s), the medical staff of the Citrus County Detention shall triage said written request and shall arrange for prompt delivery of the requested healthcare service(s) to persons incarcerated in said facility.

At the time of delivery of said inmate-initiated non-emergency healthcare service(s), a medical department staff member shall itemize and total all applicable co-payment charges on the INMATE MEDICAL EXPENDITURES form (Exhibit "C" attached) and shall then sign said form. The pink (3rd) copy of said form shall be given to the inmate. The goldenrod (2nd) copy shall be delivered within 24 hours to the CCA on-site Business Manager (or to his/her designee) to assure prompt deduction of the incurred medical co-payment fees from the inmate's Personal Inmate Account in accordance with the policies and procedures for same established by Corrections Corporation of America. The white (original) copy of said form shall be placed and maintained in the inmate's Medical record.

On a weekly basis, the CCA on-site Business Manager (or his/her designee) shall prepare and deliver to the Warden an itemized accounting of all monies collected from Personal Inmate Accounts lacking sufficient funds to cover the medical co-payment charges incurred by those inmates.

Upon receipt of said weekly accounting of all inmate medical co-payment charges, collections and debits, the Warden shall review same and shall be responsible for the accuracy of said financial accounting. Upon his/her review, the Warden shall have full authority to call into question any of said co-payment deductions and shall, based upon available information and provable circumstance(s), have full authority to modify or waive any of said medical co-payment charges as fairness dictates.

Upon completion of his/her review of said weekly accounting, the Warden shall certify said accounting totals and promptly forward same to the Contract Monitor for his/her review and certification.

Following his/her review and certification, the Contract Monitor shall notify the Warden of his/her certification and shall also report same to the appropriate Citrus County government officials.

On the first business day of each month, the Warden shall prepare and forward a check made payable to the Board of County Commissioners of Citrus County, Florida in the full amount of all monies actually collected during the preceding month under the provisions and conditions of the recommended/requested medical co-payment as set forth herein.

E. BENEFICIARY OF MEDICAL CO-PAYMENT PROCEEDS:

The sole beneficiary of all monies collected as a result of the herein recommended/requested medical co-payment shall be the Citrus County Board of County Commissioners unless otherwise directed by the Board of County Commissioners for Citrus County, Florida.

F. EFFECTIVE DATE:

The herein recommended/requested co-payment and co-payment fee schedule to become effective on the first day of the month following its approval and authorization by the Board of County Commissioners or as soon thereafter as all necessary forms are available and written notification has been provided to all inmates currently incarcerated in the Citrus County Detention Facility.

G. REVISION PROCESS:

Medical co-payment fees established by the Board of County Commissioners shall hereafter be subject to annual review and change by the Board at its sole discretion based upon recommendations by Corrections Corporation of America and the Contract Monitor. Said annual review to take place in November for presentation and consideration by the Board of County Commissioners in December. Any changes to the medical co-payment fee schedule will be implemented on January 1st of each year.

H. OUTSTANDING BALANCES:

The following procedures will be applied to those accounts of inmates leaving the Facility with an outstanding balance owed.

1. A computerized entry will be placed in a database file specifically for this purpose which includes the name of the inmate, date of birth, social security number, booking number, race, sex, date of release, lien amount.
2. When a new inmate is booked in, or returned to the Detention Facility from another location, the Inmate Account Clerk will check the file for that individual's name. If there is a possible match between the inmate and the name in the file, the Inmate Account Clerk will notify the Warden.
3. The Warden will then review the information and determine whether the individual has a lien from a previous incarceration.
4. If the inmate had a lien, it will be reinstated and deductions made from the inmate's personal account, if funds are available.
5. The inmate's name will remain in the file three (3) years from the date the inmate leaves the Facility.

I. CHARGE EXEMPTIONS:

From time to time situations arise wherein it is felt that an individual should not be charged for medical services rendered such as, natural disasters, unprovoked attacks, etc. If such situations occur when the Warden and Contract Monitor determine that a situation may warrant waiver of charges, a review will be conducted at the inmate's request and the reasons submitted for the waiver, and decision for whether or not to approve the waiver will be decided by the Warden, Contract Monitor and Corrections Corporation of America's Medical Supervisor.

Medical charges will automatically be waived for any inmate who is required to seek medical attention as a result of an unprovoked attack by other inmates. However, such waivers can only be granted after a full disciplinary review of all of the individuals involved and a determination is made that the inmates was in fact the victim of an “unprovoked” attack. During the course of the review, if it is determined that the inmate did in fact provoke the attack, the medical charges will not be waived.

All other requests for waiver must be presented to the Board of County Commissioners for determination. No waivers will be granted due to an individual's inability to make payment. Adequate procedures are already in place to provide such care with payment being made at a later date.

Attachments:	Exhibit "A" Exhibit "B" Exhibit "C" Exhibit "D" Exhibit "E" Exhibit "F" Exhibit "G"	Fee Schedule Inmate Acknowledgement Authorization - Medical Services Charge Document Computerized Medical Tracking Form Notice to Inmate Medical Request Form F.S. Chapters 901.35 & 901.032
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**EXHIBIT "A" - FEE SCHEDULE
INDIGENT PAYMENT**

NURSE'S EXAM (TRIAGE)	\$ 5.00
IN-FACILITY DOCTOR	\$ 7.00
OUTSIDE REFERRALS (DOCTORS, SPECIALISTS)	\$31.00
DENTIST	\$14.00
X-RAYS	\$10.00
LABORATORY	\$ 4.00
MEDICATIONS	\$ 3.00
AMBULANCE SERVICE	\$75.00
OUTPATIENT HOSPITAL SERVICES	\$75.00
INPATIENT HOSPITAL SERVICES	\$75.00
OTHER SERVICES (ANESTHESIA, CANCER TREATMENT, ETC.)	\$75.00
MENTAL HEALTH SERVICES	\$20.00

NON-INDIGENT PAYMENT

Individuals determined to be non-indigent, or as having the ability to make payment, will be charged full price for any medical services rendered. Full price will be the same price as is charged to the County for that particular individual, however, then in facility nurse, doctor and prescriptions for non indigent inmates will be at the same prices as those of "indigent" patients

Exhibit "B"
INMATE ACKNOWLEDGEMENT/AUTHORIZATION-MEDICAL SERVICES

I, _____, hereby acknowledge that I have received a full explanation and that I understand how to access Medical, Dental and Psychiatric treatment services while in the Citrus County Detention Facility.

I understand that I will be charged a set fee for medications and for all doctor, dentist and nursing services provided to me at my request.

I hereby acknowledge that I have been provided a written list of the fees to be charged for Medical, Dental and Psychiatric services.

I understand that all fees for Medical, Dental and Psychiatric services will be automatically deducted from my personal inmate (canteen) account at the time such services are rendered.

I understand that it is my responsibility to furnish all medications, which I am currently taking for any pre-existing condition or illness. However, I understand that most capsules and liquid medications, narcotics and controlled substances will not be accepted into this facility for security reasons. I further understand that the facility's medical staff has the right to refuse to accept any or all medications furnished by me or by others on my behalf.

I understand that I am solely responsible for all charges for follow-up visits to outside doctors, dentists, radiologists, clinics, etc. not covered by private insurance, Medicare or Medicaid for all pre-existing conditions, illnesses and/or injuries including all costs incurred to transport me to and from said outside follow-up visits. I also understand that all such charges and transportation costs must be fully paid in advance of said outside visits being conducted.

I UNDERSTAND THAT I WILL NOT BE DENIED ON-SITE MEDICAL, DENTAL OR PSYCHIATRIC SERVICES FOR ANY REASONS INCLUDING MY INABILITY TO PAY FOR THOSE SERVICES.

I understand that my refusal to sign this Acknowledgement/Authorization form constitutes my REFUSAL OF MEDICAL CARE and also constitutes my RELEASE FROM RESPONSIBILITY FOR MEDICAL CARE whereby I am releasing and absolving the Citrus County Detention Facility and Corrections Corporation of America along with its staff, vendors and contractors from any and all liability arising out of my refusal of healthcare services.

Date: _____

Inmate Signature: _____

Medical Signature: _____

Witness Signature: _____

***If the inmate refuses to sign this form, a Correctional Officer must witness that the inmate was provided with a written copy of the above information.

Distribution

White – Medical Record

Yellow – Business Manager

Pink – Inmate

KEEP THIS RECORD FOR YOUR FUTURE USE

Exhibit "C"
CITRUS COUNTY DETENTION FACILITY/MEDICAL SERVICES
INMATE MEDICAL EXPENDITURES

Date: _____

Inmate Name: _____

R/S: _____

DOB: _____

Inmate ID# _____

Social Security # _____

POD/CELL: _____

SERVICES PROVIDED

CLINIC VISITS:

	FEE
____ Nurse	\$ 4.00
____ Doctor/Psychiatrist	\$10.00
____ Dentist (includes single tooth extraction)	\$10.00
____ Tooth extraction (each additional tooth)	\$10.00
____ Follow-up visit (within 30 days)	No charge

MEDICATIONS:

____ Prescription Medication (Name: _____) Full cost _____
\$ 2.00

____ Over-the Counter Medication (Name: _____)

LABORATORY SERVICES:

Blood Test (other than HIV) \$ 5.00
HIV Blood Test \$10.00
Urinalysis \$ 5.00
Pregnancy Test \$ 5.00

DIAGNOSTIC PROCEDURES:

____ EKG (non-emergency) \$ 5.00
____ Accu-Check (other than clinic) \$ 5.00
____ X-Ray \$10.00
____ Weight/blood pressure \$ 5.00

Total Cost \$ _____

Follow-up Visit Required: ___ Yes ___ No

Follow-up with: ___ Nurse ___ Doctor ___ Psychiatrist ___ Dentist

Nurse Signature _____

KEEP THIS RECORD FOR YOUR FUTURE USE

***** (Copies of Exhibit "D" through "G" can be located in the Public Safety Division and the Assistant County Administrator's Office.)**