

AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board
Yakima County Commissioners' Office, Room 232**

Prepared by:
Sandra F. Bess, Program Coordinator

Department: YCDOC

Requested Agenda Date: 06/22/2021

Presenting: _____

Document Title:

<small>Board of County Commissioners Record Assigned</small> # BOCC Agreement 148 - 2021
<small>Yakima County, WA</small>

APPROVED FOR AGENDA: <input type="checkbox"/> Consent <input type="checkbox"/> Regular <small>Board of County Commissioners Determined</small>

STATE DOC INTERAGENCY CONTRACT (Short-Term)

Action Requested: *Check Applicable Box*

<input type="checkbox"/> PASS RESOLUTION	<input checked="" type="checkbox"/> EXECUTE or AMEND AGREEMENT CONTRACT or GRANT
<input type="checkbox"/> ISSUE PROCLAMATION	<input type="checkbox"/> PASS ORDINANCE <input type="checkbox"/> OTHER _____

Describe Fiscal Impact:

This is a Revenue Generated Contract.

Background Information:

In December 2020 the Governor temporarily suspended all transfers of newly sentenced felons from county jails to State Prisons and established a set per diem rate during the suspension period. (Pursuant to Proclamation 20-80).

Summary & Recommendation:


This is simply housekeeping and since we have a long established relationship/partnership with the State DOC, I recommend the signing of this agreement.

Motion:

Department Head/ Elected Official

AGREEMENT Attached Is Approved as to Form
Corporate Counsel Initial

btw


Signature

Late Agenda Requests Require BOCC Chairman Signature:

INTERAGENCY CONTRACT**148 - 2021****PURPOSE**

Yakima County, WA

On December 17, 2020, Governor Inslee issued Proclamation 20-80, DOC – Prison Commitments. The proclamation temporarily suspends the transfer of newly sentenced felons from county jails to Department of Corrections’ facilities. This Contract is entered into by County (hereinafter Contractor or County) and the Department of Corrections (hereinafter Department or DOC) to establish a temporary per diem rate effective during this temporary suspension and Contract term. This Contract is entered into in accordance with the provisions of RCW 39.34 and RCW 70.48.240.

In consideration of the promises, payments, covenants, and agreements contained in this Contract, the parties agree as follows:

Article I **DEFINITIONS**

Section 1.1 **Contractor** – means the County of Washington State named in the signature block of this Contract and its employees, licensed practitioners, contractors, vendors, and volunteers.

Section 1.2 **Contractor inmate** - means any resident of the Facility who is not under the jurisdiction of the Department.

Section 1.3 **Department or DOC** – means the Department of Corrections of the state of Washington, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing the Department.

Section 1.4 **Department Offender** – means an individual housed at a County facility pending transfer to a state prison reception center. This includes court sentenced felons, DOC sanctioned individuals for a prison DOSA return, or community custody prison returns.

Section 1.5 **DOC Utilization Management Office** – means the Department’s medical contact that receives, reviews, and approves Contractor’s non-Formulary and extraordinary medical care requests to provide necessary medical care to Department offenders. The Nurse Desk is available telephonically 24 hours a day, 7 days a week at 360-725-8733 and during normal business hours via email at NurseDesk@DOC1.wa.gov.

Section 1.6 **Extraordinary medical care** - means medically necessary psychiatric or dental care that is not commonly available through the Facility’s health services and incurs additional cost.

Section 1.7 **Facility** - means the Contractor’s non-Department operated correctional facility used for the total confinement of Department Sentenced Felons and Contractor inmates.

Section 1.8 Formulary – Medications in this category may be prescribed when medically necessary according to the Health Plan (OPH) and require no further approval for use. The DOC Pharmaceutical Management and Formulary Manual can be viewed at:
<http://doc.wa.gov/business/healthcareproviders/default.asp>

Section 1.9 In-Facility care - means medical, mental health and dental care provided as part of the per diem to include all over-the-counter medication, which is any medication that does not require a prescription, and routine medical supplies, routine medical/psychiatric/dental care, regular health screenings, and emergent medical treatment provided on-site at the facility that is undistinguishable from services provided to Contractor inmates.

Section 1.10 Licensed practitioner - means any licensed health care practitioner performing services within the person's authorized scope of practice in accordance with RCW Title 18.

Section 1.11 Medicaid – means Title XIX of the Social Security Act enacted by the social security amendments of 1965 (42 U.S.C. Sec. 1396; 79 Stat. 343), as amended.

Section 1.12 Medically necessary care - means medical care that meets one or more of the following criteria for a given patient at a given time:

Section 1.12.1 Is essential to life or preservation of limb, OR

Section 1.12.2 Reduces intractable pain, OR

Section 1.12.3 Prevents significant deterioration of activities of daily living (ADLs), OR

Section 1.12.4 Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations), OR

Section 1.12.5 Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed, OR

Section 1.12.6 Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests, OR

Section 1.12.7 Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol, or guideline, OR

Section 1.12.8 From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment for head lice);

Section 1.12.9 Not considered experimental or to be lacking in medically recognized professional documentation of efficacy; and,

Section 1.12.10 Not administered solely for the convenience of the Sentenced Felon or the health care provider.

Section 1.13 Offender day – means any day, including the first day that a Sentenced Felon is in

custody in the Contractor's Facility.

Section 1.13.1 An Offender day ends at midnight of the day immediately preceding the day of the Sentenced Felon's transfer to a DOC reception center.

Section 1.13.2 An Offender day shall not include any day that is by state law the financial responsibility of the Contractor or any other jurisdiction.

Section 1.14 Per diem rate - means the amount per day that the Department will reimburse the Contractor for housing each Sentenced Felon. Housing includes all in-Facility care, including but not limited to, all over the counter medications, medical supplies, medical, mental health, dental, food, and clothing, that are the same or similar than that provided to Contractor inmates.

Section 1.15 Secretary - means the Secretary of the Department and delegates authorized in writing to act on the Secretary's behalf.

Section 1.16 Sentenced Felon – means an individual sentenced by a court of law to state prison, under DOC jurisdiction for sentences of more than 365 days and individuals sanctioned to return to confinement. Sentenced Felons are temporarily detained in County jail until transfer to a state reception center by DOC can be arranged.

Section 1.17 Washington DOC Health Plan – means the Department's Health Plan (HP) that describes the medically necessary medical, mental health, and dental services available to Department offenders, as well as the services that are limited or not available. The HP is not a contract or a guarantee of services to DOC Sentenced Felons.

Article II CONTRACT TERM/PAYMENT

Section 2.1 Contract Term. This Contract commences on December 21, 2020 and continues through January 8, 2021. This Contract may be extended by means of a written agreement that is signed by an authorized representative of each party to the Contract. This Contract supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department Sentenced Felons.

Section 2.2 Termination Due to Non-Appropriation of Funds. The terms of this Contract are contingent upon sufficient appropriations by the Washington State Legislature to the Department to pay sums pursuant to this Contract. If the Legislature does not allocate sufficient appropriations, this Contract shall terminate immediately without penalty and without the notice period. The Department is financially responsible for payments to the County for the services provided to Sentenced Felons prior to contract termination.

Section 2.3 Billing.

Section 2.3.1 Per Diem:

- a. For Prison DOSA and CCP returns, the Contractor will be paid the current negotiated violator rate through the 7th day of confinement. Beginning on the 8th day, the Contractor will be paid \$93.71, the contracted per diem rate under this Contract.
- b. Beginning on the 8th day, the Department will pay Contractor the per diem rate of ninety-three dollars and seventy-one cents (\$93.71) for DOC Sentenced Felons who are not Prison DOSA or CCP returns.

Section 2.3.2 The Contractor will not bill the DOC, and DOC will not pay, for any bed day that is the financial responsibility of any other jurisdiction, for example, days 1 – 7, beginning on the date of court sentencing, of the Sentenced Felon’s stay at the County facility. (See RCW 70.48.410)

Section 2.3.3 The Contractor will only bill the DOC for bed days that were used by DOC Sentenced Felons during the Contract term and billable per RCW 70.48.410.

Section 2.3.4 The Contractor will submit itemized bills to the Department electronically using Attachment D for per diem reimbursement.

Section 2.3.5 **Medical Billing.** With required documentation, (See Attachment B) the Department will Reimburse Contractor for the following medical services when provided to DOC Sentenced Felons on or after the 8th day at Contractor’s facility:

- a. **Off-site Medical Costs, to include** physician visits and hospital emergency services, for care provided to specific DOC Sentenced Felons, only when the Contractor furnishes the documentation required. (See Attachment B, Pre-Authorization and Medical Billing Instructions and Attachment C, Sample Medical Billing Reimbursement Form)
- b. **Transport to Hospital,** reimbursement only when documentation of transport to hospital for emergency medical services is provided.

Article III RESPONSIBILITIES

Section 3.1 **Target Population.** The target populations under this Contract are Sentenced Felons, DOC sanctioned individuals for a prison DOSA return, or community custody prison returns.

Section 3.2 **Housing.** The Contractor will take members of the Target Population into custody pursuant to this Contract. Such individuals may be integrated with the Contractor’s inmate population, as allowed by law, regulation, and ordinance.

Section 3.3 **Transportation to DOC Reception Center**

Section 3.3.1 Due to a state-wide surge in Covid-19 infections and pursuant to Proclamation 20-80, DOC Prison Commitments, the Department is

suspending its regularly scheduled transfer of Sentenced Felons, from the County to a DOC reception center, for one (1) week only, December 21 through 25, 2020. The Department will return to its regular every-other-week pick-up schedule on January 4, 2021. When DOC transfers resume, the County's pick-up day will be the same day of the week that it was before the one-week suspension, unless, during the week of January 4 through 8, 2021, the increased numbers of Sentenced Felons to be transferred necessitates scheduling an additional transfer from that facility. If an additional transfer is needed then the parties will mutually agree to a transfer time later that day or on another day later that same week.

Section 3.3.2 Contractor will not send DOC Sentenced Felons from its facility to any other County jail nor receive DOC Sentenced Felons from another County jail into its own facility during the term of this Contract.

Section 3.3.3 Contractor will provide the Department's two reception centers, Washington Corrections Center and Washington Corrections Center for Women, with advance lists of their incoming admissions by the close of business on December 23, 2020, and December 30, 2020.

Section 3.4 **Public Records.** Both parties agree to comply with Washington State's Public Records Act, RCW 42.56.040 through 42.56.570 (Act). The Act requires each party to make available for inspection and copying nonexempt "public records." A "public record" includes any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the party in accord with RCW 42.56.070(1).

Section 3.5 **Medical Care.** It is the intent of the parties that Sentenced Felons in the Contractor's facility receive safe, appropriate and cost-effective medical care consistent with the care provided to Contractor inmates in the facility. Please see the Department's Health Plan, and Attachment B, Pre-Authorization and Medical Billing Instructions, for details.

Section 3.5.1 **Contractor Responsibilities.**

3.5.1.1 The Contractor will provide Department Sentenced Felons in its facility with care that is identical to the care provided to Contractor inmates. The Contractor will provide twenty-four (24) hour access to emergency medical care and the most cost-effective, medically appropriate methods of transportation and security for all Sentenced Felons taken out of the Facility for off-site medical care.

3.5.1.2 Beginning on day 8, the Contractor is not required to call the DOC 24/7 Nurse Desk for pre-authorization for off-site medical visits or trips to the hospital for a medical emergency. The Contractor is; however, as a courtesy, asked to inform the DOC Nurse Desk, NurseDesk@doc1.wa.gov or (360) 725-8733, as soon as possible when a DOC Sentenced Felon is

taken off-site for medical care.

- 3.5.1.3 Following the OHP and consistent with RCW 70.48.130(2), the Department does not consider experimental or elective procedures to be medically necessary. The Department will not reimburse for elective or experimental medical procedures.
- 3.5.1.4 The Department will not be responsible for the payment of, or for medical care required, as a result of any tort committed by the Contractor, or its employees, or by its agents, contractors, vendors, or volunteers in the course of their providing services to Department Sentenced Felons, or for care which could have foreseeably been prevented
- 3.5.1.5 The Contractor will be financially responsible for any medical costs incurred due to the negligent action or inaction of Contractor's employees.

Section 3.5.2 Department Responsibilities

- 3.5.2.1 Beginning on the 8th day that a Sentenced Felon is housed in Contractor's facility the Department will be financially responsible for extraordinary medical care provided to the Sentenced Felon, provided that it is consistent with this Contract and the HP.
- 3.5.2.2 Beginning on the 8th day that a Sentenced Felon is housed in Contractor's facility the Department will be financially responsible for the cost of prescription medications administered to that individual. The Department will not be responsible for the cost of any over-the-counter medications.
- 3.5.2.3 If the Sentenced Felon is under the exclusive jurisdiction of the Department, then the Department may authorize medically necessary care. However, if it is later determined that another jurisdiction(s) or entity is financially responsible; then the Department may not pay for part or all of the costs associated with the medically necessary care.

Section 3.5.3 Safe Transfer of Care.

- 3.5.3.1 **HIPAA** – Both parties agree to follow the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPPA protects the privacy of individually identifiable protected health information. It allows the exchange of this information between the Department and the Contractor for the purpose of billing and payment. This allows the Contractor to provide the Department documentation of the Department offender's health information and Contractor's treatment activities so that the Contractor can receive reimbursement under this Contract for costs of health care provided to Department offenders. See CFR 45 § 164.506. HIPPA also clarifies the standard for use and disclosure for correctional

institutions and other law enforcement custodial situations in CFR 45 §164.512.

3.5.3.2 The Contractor agrees to consult with the medical staff at any DOC reception center or prison receiving the Sentenced Felon and to provide records, current care instructions, and all appropriately labeled medications to the Department at the time of Department transfer.

Section 3.5.4 Medical Billing. Contractor medical costs incurred for a Sentenced Felon's medical care not included in the per diem rate may be reimbursed by the Department consistent with this Contract. (See Attachment B, Pre-authorization and Medical Billing Instructions and Attachment C, Sample Medical Billing Reimbursement Form.)

Each itemized bill must contain the Sentenced Felon's name and supporting documentation of the service provided that includes date(s) of service, name of the practitioner who ordered the service, details of the service/item(s) provided, prescriptions(s) provided, the facility(s) that provided the service(s), and a copy of any health care claims paid to off-site providers. (See Attachment C, Sample Medical Billing Reimbursement Form)

All reimbursements claims must also include documentation showing proof of payment by the Contractor. If billings received do not contain the detailed information or supporting documents required, they will be returned to the Contractor and not processed.

The Contractor will submit itemized bills for medical services to DOC within 365 days after the date of service.

Section 3.6 Contract Coordinator. Each party will identify a coordinator who is responsible for administering the Contract on behalf of that party.

For DOC: Greg Oliver, Violator Manager, CCD, gjoliver@DOC1.WA.GOV, 360.584.3202

For County: Jeremy Welch, Interim Director, jeremy.welch@co.yakima.wa.us, 509.574-1758.

Section 3.7 Offender Programs. DOC Sentenced Felons will not have access to any programming that Contractor may provide to its own inmates.

Section 3.8 Orientation. Upon arrival at the Facility, if not provided prior to sentencing, the Contractor will fingerprint and provide an orientation for Sentenced Felons. This must include 1) facility rules and disciplinary procedures; 2) medical care availability; and 3) visitation rules.

Section 3.9 Clothing.

Section 3.9.1 Clothing and bedding for Sentenced Felons will be provided and maintained in accordance with the Facility's policies.

Section 3.9.2 The Contractor will furnish climate appropriate outerwear comparable to that provided to Contractor inmates.

Section 3.10 Programming. The Contractor will not be responsible for DOC intake assessments or correctional programming. Those responsibilities will remain with the Department.

Section 3.11 Death of an Offender. The Contractor will immediately notify the DOC Contract Coordinator of the death of any Sentenced Felon. The Contractor will provide the Department with certified copies of the Sentenced Felon's death certificate.

Section 3.12 Escape. The Contractor will immediately notify the DOC Contract Coordinator if a Sentenced Felon escapes.

Article IV PERSONNEL

Section 4.1 Independent Contractor. Each party to this Contract will perform its duties hereunder as an independent contractor and not as an employee of the other party. Neither the Contractor nor any agent or employee of the Contractor shall be deemed to be an agent or employee of the Department. Neither the Department nor any agent or employee of the Department shall be deemed to be an agent or employee of the Contractor.

Article V MISCELLANEOUS

Section 5.1 Existing State Law. This Contract will not be construed to alter the responsibilities of the Contractor or the Department with regard to the legal and fiscal responsibility for confinement, care, and treatment of Sentenced Felons under state law.

Section 5.2 Disputes. Disputes between the parties will be handled between the contract coordinators for both parties. If an agreement that is satisfactory to both parties cannot be reached, then the dispute will escalate to the next highest level. If still not resolved, then each party will determine the position in each organization to which the dispute must be escalated for resolution. Nothing in this section is intended to limit either party access to any and all courts of law of this state or country.

Section 5.3 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 5.4 Invalidity and Severability. The terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Contract is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Contract shall not be affected thereby.

Section 5.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and

regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Contract. Venue for any legal action related to the performance or interpretation of this Contract shall be in the Superior Court in Thurston County, Washington.

Section 5.6 Scope of Contract. This Contract and any appendices or exhibits to it incorporate all the contracts, covenants, and understandings between the parties. No prior contract or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This Contract shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 5.7 Compliance with Applicable Laws. The parties agree at all times during the performance of their obligations under this Contract to strictly adhere to all applicable federal and state laws and regulations.

THIS CONTRACT, consisting of seventeen (17) pages and four (4) attachments, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

(insert name of COUNTY

WASHINGTON STATE
DEPARTMENT OF CORRECTIONS

(insert printed name & Date)
(insert title)

Debra Eisen Date
Contracts Administrator

Tim Lang, Senior Assistant Attorney General

Approved by:
The Office of the WA State Attorney General
December 18, 2020

BOARD OF COUNTY COMMISSIONERS

Ron Anderson, Chairman

Amanda McKinney, Commissioner

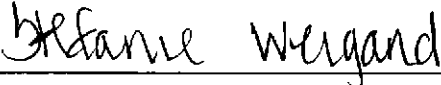
LaDon Linde, Commissioner

DATED JUN 22 2021

Attest:

Julie Lawrence, Clerk of the Board *or*
Linda Kay O'Hara, Deputy Clerk of the Board

Approved as to Form:



Stefanie Weigand
Senior Deputy Prosecuting Attorney

DOC Contact Information

<p>DOC Contract Coordinator</p> <ul style="list-style-type: none"> ▪ Contract concerns/issues ▪ Death of a Sentenced Felon ▪ Escape 	<p>Greg Oliver Monday-Friday (except Holidays): 8:00 am-5:00 pm</p> <ul style="list-style-type: none"> ▪ Work 360-725-8943 ▪ After hours/holidays 360-584-3202 ▪ gregory.oliver@doc.wa.gov
<p>Medical Issues Inform of extraordinary or off-site medical care that occurs.</p>	<p>DOC Nurse Desk-24/7</p> <ul style="list-style-type: none"> • 360-725-8733 <p>Additional contact during business hours:</p> <ul style="list-style-type: none"> • NurseDesk@doc1.wa.gov • Fax: 360-586-9060
<p>Medical Billing</p> <ul style="list-style-type: none"> ▪ Requests for reimbursement for off-site and emergency medical care not included in the per diem rate. 	<p>Medical Disbursement Unit</p> <ul style="list-style-type: none"> ▪ DOCHOMedicalRAB@doc1.wa.gov ▪ 360-725-8298 ▪ Fax: 360-586-1320
<p>Concerns after normal business hours</p>	<p>DOC Warrants Desk-24/7 <i>(For referral to the appropriate Duty Officer)</i></p> <ul style="list-style-type: none"> ▪ 360-725-8888
<p>Pending DOC Transfer Lists</p> <p>Send list of incoming DOC admissions to Reception Center Contacts by close of business on 12/23/2020 and 12/30/2020.</p>	<p>Reception Center Contacts</p> <ul style="list-style-type: none"> ▪ For males, Washington Corrections Center at docdlwccrecords@doc.wa.gov. ▪ For females, Washington Corrections Center for Women at docdlwccwrecords@doc.wa.gov. ▪ Tina Burgess, Records Manager at tina.burgess@doc.wa.gov or 360-529-7514.
<p>Submit Per-Diem Bill</p> <p>Send itemized bill to DOC for dates of requested payment. Please use Attachment D for er-Diem billing.</p>	<p>Contact</p> <ul style="list-style-type: none"> ▪ Washington Corrections Center at docdlwccrecords@doc.wa.gov. ▪ Tina Burgess, Records Manager at tina.burgess@doc.wa.gov or 360-529-7514.

Medical Billing Instructions

Beginning on the 8th Day at County Jail

Definitions

Basic Per Diem Rate – the cost per day per Sentenced Felon for all care, including in-facility medical care, which is the same or similar care provided to County inmates.

DOC Utilization Management Office (Nurse Desk) – the Department’s medical contact that receives extraordinary medical expenses for DOC Sentenced Felons. The Nurse Desk is available 24 hours a day at (360) 725-8733 or during normal business hours via email at NurseDesk@doc1.wa.gov

Extraordinary Medical Care – medically necessary care that is not commonly available through the facility health services and incurs additional cost. Examples of extraordinary medical care may include, but are not limited to, specialty consults, emergency room care, hospital care, ancillary charges and ambulance services.

Extraordinary Medical Expense – medical expenses that are beyond the medical expenses included in the per diem rate for in-facility care for Sentenced Felons.

In-Facility Care – medical care provided to Sentenced Felons as part of the per diem rate to include over-the-counter medications, routine medical, mental health and dental care, regular medical screenings and emergent medical treatment, identical to services provided to County inmates.

Formulary Medications – medications described in the DOC Pharmaceutical Management and Formulary Manual. Medications in this category are described as medically necessary and require no further approval for use provided the criteria listed in the formulary are met. The formulary is available online at the following link:

<http://www.doc.wa.gov/corrections/services/docs/formulary.pdf>.

Medically Necessary Care – medical care that meets one or more of the following criteria for a given patient at a given time:

- Is essential to life or preservation of limb; or
- Reduces intractable pain; or
- Prevents significant deterioration of activities of daily living (ADLs); or
- Is of proven value to significantly reduce the risk of one of the three outcomes above (e.g. certain immunizations); or
- Immediate intervention is not medically necessary, but delay of care would make future care or intervention for intractable pain or preservation of ADLs significantly more dangerous, complicated, or significantly less likely to succeed; or

- Reduces severe psychiatric symptoms to a degree that permits engagement in programming that advances correctional interests; or
- Is described as part of a Departmental policy or health care protocol or guideline and delivered according to such policy, protocol or guideline; or
- From a public health perspective, is necessary for the health and safety of a community of individuals and is medically appropriate, but may not be medically necessary for the individual (for example, treatment of head lice).

Any medically necessary care provided shall **NOT**:

- Be considered experimental or to be lacking in medically recognized professional documentation of efficacy; or
- Be administered solely for the convenience of the Sentenced Felon or the health care provider.
- Non Formulary – medications in this category are not generally prescribed in DOC. They are not medically necessary usually for one of the following reasons:
 - Experimental medications or experimental use of medication
 - Medications for which alternative therapeutic modalities may already exist on the formulary list
 - Medications for which alternative therapeutic modalities may already exist on the over-the counter (OTC) store list
 - Medications with the sole purpose of treating conditions recognized in the Health Plan (HP) as not medically necessary
 - Brand-name medication when a generic product is available within the therapeutic class

Health Plan (HP) – The Department’s HP describes medically necessary medical care, mental health and dental care services that are available to individuals under Department jurisdiction as well as services that are limited or not available. The HP is not a guarantee of payment for services provided to Sentenced Felons. The Health Plan (HP) is available online at the following link: <http://doc.wa.gov/corrections/services/health.htm>.

Restricted Formulary – medications in this category are described as medically necessary but restricted to documented failure of a Formulary medication(s) or certain populations or disease states. Refer to the Medication Formulary status for specific criteria.

Courtesy Notification

The County is requested to notify the Department’s Nurse Desk when housing Sentenced Felons who are on specialty/high cost medications for long-term or chronic conditions such as Hepatitis C, HIV, MS or any other condition that requires the consistent administration of medications during their incarceration. The Department requests notification of the need for specialty/high cost medications before the 8th day of confinement so that the necessary medication may be procured in the most cost-effective manner.

The Contractor is requested, as a courtesy, to inform the Department Nurse Desk, NurseDesk@doc1.wa.gov or (360) 725-8733 when a Sentenced Felon is taken off-site for emergency or other medical care.

Medicaid Coverage - If ANY hospitalization results in an inpatient event the Department, if properly notified, will apply for Medicaid coverage under the Affordable Care Act and the County will not be billed for qualifying services. However, the County must notify the Department of the hospitalization and follow the emergency notification and/or pre-authorization process so that a Medicaid application can be initiated for the event.

The Nurse Desk will be available by phone to assist staff 24 hours a day and 7 days per week.

- From 8 a.m. - 4:30 p.m. Monday – Friday (except holidays), the Nurse Desk is available at NurseDesk@doc1.wa.gov or (360) 725-8733. (After normal business hours and during holidays, the call will forward to the on-call Nurse.)

Medical Billing - The County is responsible for processing payment for all bills prior to sending them to the Department for reimbursement. However, if the County is unable to make payment for direct billings, the County may send a written request to the Department to process payment on the behalf of the County. Such request can be submitted by fax (360) 586-1320 or email to DOCHOMedicalRAB@DOC1.WA.GOV. The County must include a copy of the bill with its request. The Department will respond to written requests for assistance with payment of direct billings within seven (7) business days of receipt.

Please do not instruct the billing entity to bill the Department directly.

Itemized invoices for reimbursable medical services are to be submitted electronically to the Medical Disbursement Unit at DOCHOMedicalRAB@DOC1.WA.GOV.

Any billing for offsite services should be submitted to DOC for reimbursement or payment within 30 days of the receipt of the bill and within 365 days of the date of service. Itemized statements must be submitted in the format below with supporting documentation when applicable. Statements that are incomplete or missing data or supporting documentation may result in delays or denial of payment. If unable to submit billing electronically, please fax to:

Department of Corrections
Health Services Contract, Claims and Benefits Unit
Fax: (360) 586-1320

A sample billing entry is provided below:



Doe	John	999999	8/27/12	Gabapentin 30 MG TAB	14	N	N	N	25.00
Jackson	Joseph	111111	8/1/12	Clonidine 1 MG TAB	6	N	N	N	34.00
Smith	Joe	888888	8/14/12	Providence St Peter Hospital	Y	N	Broken Leg		2,500.00

The County bill must include:

- A coversheet with all pertinent details including the total amount billed, dates of service, County/facility name, billing personnel contact information (email, phone number and fax), address to send payment, the County's internal invoice/tracking number and County Federal Tax ID number.
- Itemized Charges including the name of the Sentenced Felon who received the care, the care received, and the cost. For reimbursement for payments to offsite providers, a copy of the original healthcare claim form paid by the facility must be included. For onsite services, the details of services provided must be listed along with copies of any paid bills and the amounts attributed to each DOC Sentenced Felon.
- For medications, County must provide a copy of the pharmacy bill to include the drug name, dosage, quantity provided, and the amount County paid for the drugs.

Once DOC has completed the verification process and is ready to process payment, the County will be notified by email or fax of any denials or credits.

For billing questions or concerns, please email DOCHOMedicalRAB@DOC1.WA.GOV.

HIPAA

The Health Insurance Portability and Accountability Act (HIPAA – CFR 45) of 1996 protects the privacy of individually identifiable, protected health information or PHI. This law allows for the exchange of this information between covered entities for the purpose of billing and payment which allows you to provide the required back-up documentation regarding the offenders health information and treatment activities for support of payment purposes (§ 164.506 (c)(3)). It further clarifies the standard for use and disclosure for correctional institutions and other law enforcement custodial situations in §164.512(k).

Department of Corrections

Yakima County Dept. of Corrections
 111 North Front Street
 Yakima, WA 98901

Sample Medical Billing Reimbursement Form

Sentenced Felon Per Diem Invoice
 Service Dates: _____ through _____
 Total Amount (\$00.00)

Bill to:
 Washington State Department of Corrections
 P.O. Box 41149
 Olympia, WA 98504 (360) 725-8620
 DOCviolatorbedbilling@DOCI.WA.GOV

Beginning Day 8 - Per Diem Rate: \$ 93.71
Days 1 - 7 for Prison DOSA & CCP Returns - Current negotiated violator rate: _____

Name	DOC #	DOB	DOC start date	DOC End/Transfer date	Total # of billed DOC Days	Total amount billed to DOC
Doe, Jane	123456	1/15/89	7/19/15	7/21/15	2	\$130.00
Smith, Johnny	121212	2/26/62	7/8/15	7/20/15	12	\$780.00
Jahnsen, Doe	555555	10/31/92	8/1/15	8/1/15	-1	-\$65.00
TOTAL					13	\$845.00

Last Name	First Name	DOC#	Date of Birth	Date of Service	Medical Facility or RX name, & strength	RX quantity or # of days	RX # or reason for treatment	Name of jail staff contacted DOC medical staff	Date and time of contact with medical staff	Name of DOC medical staff contacted	Copy of approved non-formulary request attached, if available? Y, N or N/A	Copy of off-site medical provider claim form and/or Contractor's original pharmacy bill attached as required? Y/N	Amount paid by contractor	Amount billed to DOC
Doe	Jane	123456	1/15/89	7/20/15	Gabapentin 30 MG Tab	3 pills	1234561	Eimer Phud	7/20/15, 12:34 pm	Tammy Williams	Y	Y	\$12.50	\$11.50
Smith	Johnny	121212	2/26/62	7/10/15	St Joseph's Hospital	7 days	Chest pain	Erin Rogers	7/10/15, 2:40 am	Lisa Russell-Turby	N/A	Y	\$2,500.00	\$2,500.00
Jahnsen	Doe	555555	10/31/92	8/1/15	Walla-Walla General Hospital	5 weeks	Foreign object removal	Billie Goat	8/1/15, 4:10 pm	Sarah Nichols	N/A	Pending	\$5,000.00	\$4,996.00

