

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 21-027

ACCEPTANCE OF AN AMENDMENT TO AN
INTERLOCAL AGREEMENT FOR USE OF JAIL
FACILITIES BETWEEN LEWIS COUNTY SHERIFF/
COUNTY AND THE WASHINGTON STATE
DEPARTMENT OF CORRECTIONS

WHEREAS, the Board of County Commissioners (BOCC) has reviewed the amended interlocal agreement between the Lewis County Sheriff's Office and the Washington State Department of Corrections for use of jail facilities; and

WHEREAS, it appears to be in the best public interest to authorize the execution of said interlocal agreement; and

WHEREAS, this is a 1-year amendment ending December 31, 2021; and

WHEREAS, this amendment provides a daily bed rate of \$83.81 for 2021; and

WHEREAS, the BOCC authorizes the Sheriff, or his designee, to approve and sign future amendments extending the duration and/or changing the bed rate of this agreement.

NOW THEREFORE BE IT RESOLVED the aforesaid interlocal agreement for utilization of jail facilities by the Washington State Department of Corrections is hereby approved, and the BOCC is authorized to sign the same.

DONE IN OPEN SESSION this 25th day of January, 2021.

APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Kevin McDowell
By: Kevin McDowell,
Deputy Prosecuting Attorney

Gary Stamper
Gary Stamper, Chair

ATTEST:

Lindsey R. Pollock, DVM
Lindsey R. Pollock, DVM, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of
County Commissioners

Sean D. Swope
Sean D. Swope, Commissioner



State of Washington
Department of Corrections

Contract No. K9424
Amendment No. 6

This Amendment is made by the Washington State Department of Corrections, hereinafter referred to as "Department," and the Lewis County, hereinafter referred to as "County" or "Contractor," for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and Contractor.

WHEREAS the purpose of this Amendment is to extend the term of the Agreement, increase the per diem rate of compensation, and update other terms and conditions;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

ARTICLE I, DEFINITIONS is hereby replaced in its entirety with the following:

Section 1.1 Contractor – means Lewis County and its employees, licensed practitioners, contractors, vendors, and volunteers.

Section 1.2 Contractor inmate – means any resident of the Facility who is not a Department offender.

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 any offender under the Department's jurisdiction.

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 medical, psychiatric or dental care that is not commonly available through the Facility's health services and incurs additional cost. This may include, but not limited to, extraordinary medications such as immunosuppressive drugs, and hepatitis C treatment and antiretroviral medications.

Section 1.7 Facility – means the Contractor's non-Department operated correctional facility used for the total confinement of Department offenders and Contractor inmates.

Section 1.8 Formulary – Medications in this category may be prescribed when medically necessary according to the Offender 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 following [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 offender or the health care provider.

Section 1.13 **Offender day** – means any day a Department offender is in the custody of the Contractor including the first day the offender is sanctioned or held by the Department to a term of confinement to be served in the Facility.

Section 1.13.1 An offender day ends at midnight of the day immediately preceding the day of the offender's release from the Department's sanction, transferred to a Department institution, transferred to another Facility, released to the custody of the Department, or released to the community.

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 **Offender Health Plan** – means the Department's Offender Health Plan (OHP) 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 OHP is not a contract or a guarantee of services to Department offenders.

Section 1.15 **Per diem rate** – means the amount per day per Department offender that the Contractor will be reimbursed by the Department for all in-Facility care, including but not limited to all medical, mental health, dental, food, clothing and housing which are the same or similar that is provided to Contractor inmates.

Section 1.16 **Secretary** – means the Secretary of the Department and delegates authorized in writing to act on the Secretary's behalf.

ARTICLE II, SECTION 2.1 TERM is hereby amended, in part, as follows:

Section 2.1 **Term.** This Agreement supersedes all previous oral and written contracts and agreements between the parties relating to the confinement, care, and treatment of Department offenders. This Contract commences on January 1, 2016 and continues through ~~((December 31, 2020))~~ December 31, 2021, unless terminated by either party pursuant to this Contract.

ARTICLE II, SECTION 2.4 PER DIEM BILLING is hereby amended, in part, as follows:

Section 2.4 **Per Diem Billing.** The per diem rate is \$69.57 per Department offender through December 31, 2016; effective January 1, 2017 the will be \$71.66 per Department offender through December 31, 2017, and effective January 1, 2018 the rate will be \$73.81 per Department offender through December 31, 2018. Beginning January 1, 2019 the per diem rate will be \$76.02 per Department offender through December 31, 2019. Beginning January 1, 2020, the per diem rate will be \$79.82 through December 31, 2020. Beginning January 1, 2021 through December 31, 2021, the per diem rate is \$83.81 per Department

offender. The Contractor agrees to only bill the Department monthly for the actual bed days used by Department offenders in the preceding month. The Contractor also agrees that it will not bill the Department for any bed day that is the financial responsibility of any other jurisdiction, and that it will submit monthly itemized bills to the Department in an electronic spreadsheet format that includes the offender's name, DOC number, date of birth, and dates the offender was held by the Contractor under the Department's authority. If applicable, the Contractor agrees to identify in the monthly bill, any beds that are being counted toward the day-for-day exchange for any Contractor boarder being held by the Department in a Department institution.

ARTICLE III, SECTION 3.5 RETURN OF DEPARTMENT OFFENDER TO THE COMMUNITY is hereby replaced in its entirety with the following:

Section 3.5 **Return of Department Offender to the Community.** The Contractor agrees to complete a national "Wants and Warrants" check and to notify the Department and any interested jurisdiction of the Department offender's pending release. The notification shall occur at least seven business days and not later than 24 hours prior to a Department offender's release to the community due to the Department offender's completion of a sanction or sentence. The Department offender may be released directly from the Facility when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

ARTICLE III, SECTION 3.6 JURISDICTION is hereby replaced in its entirety with the following:

Section 3.6 **Jurisdiction.** Department offenders placed in the Contractor's custody are under the Department's jurisdiction, however upon the Department offender's placement at the Facility, the Department authorizes the Contractor to assume custody. The Department agrees to provide the Contractor with documentation of the Contractor's authority to detain the offender. **The Contractor agrees to immediately notify the Department of all non-Department holds if and when non-Department holds are placed on Department offenders or when non-Department holds are closed or removed from Department offenders as detailed in Attachment A.**

Section 3.6.1 The Contractor agrees to not transfer or transport any Department offender held by the Department or serving a Department sanction for a term of confinement until the Department takes custody of the offender, the Department's sanction has been served, or the Department's hold or detainer is no longer valid, whichever is earliest, unless otherwise compelled by judicial process.

Section 3.6.2 Department offenders detained in the Facility shall only be transferred to another confinement facility or Department institution after authorization is obtained from the Violator Desk, the after-business Duty Officer, or the Contract Coordinator as detailed in Attachment A.

ARTICLE III, SECTION 3.8 MEDICAL CARE is hereby replaced in its entirety with the following:

Section 3.8 Medical Care. It is the intent of the parties that Department offenders in the Contractor's custody receive safe, appropriate and cost-effective medical care consistent with the Department's [Offender Health Plan](#) and **Attachment B**.

Section 3.8.1 Contractor Responsibilities.

3.8.1.1 The Contractor agrees to provide Department offenders in the Facility care identical to the care provided to Contractor inmates. The Contractor agrees to provide Department offenders twenty-four (24) hour access to emergency medical care. The Contractor agrees to provide the most cost-effective, medically appropriate method of transportation and security for all Department offenders taken out of the Facility, to in-county emergent and non-emergent medical appointments. The Contractor may require Department Offenders to pay co-pay fees for medications.

3.8.1.2 The Contractor agrees to follow the Department's pre-authorization procedure through the Department's Utilization Management Office for all extraordinary medically necessary care provided to Department offenders beyond what is normally provided to Contractor's inmates.

3.8.1.3 ONLY the Department's Nurse Desk can authorize the transfer of a Department offender from the Facility for medical reasons.

3.8.1.4 In an emergency, when pre-authorization is not feasible, the Contractor agrees to notify the Department, as soon as possible, but not later than four hours after transporting a Department offender to the nearest emergency room or other medical facility and before any hospital admission.

3.8.1.5 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. 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 offenders, or for care which could have foreseeably been prevented by Contractor, its employees, agents, contractors, vendors, or volunteers.

3.8.1.6 The Contractor agrees to be financially responsible for all unauthorized health care provided to Department offenders.

3.8.1.7 The Contractor agrees to be financially responsible for any medical costs incurred due to the negligent action or inaction of Contractor's employees.

Section 3.8.2 Department Responsibilities.

3.8.2.1 The Department agrees to be financially responsible for pre-authorized extraordinary medical care provided by the Contractor to Department offenders that is consistent with this Contract, the OHP and the Department's prescription formulary.

3.8.2.2 If the Department offender 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.

3.8.2.3 The Department agrees to reimburse the Contractor for emergency medical costs incurred by a Department offender under the conditions of this Contract. Emergency medical care costs may include a facility fee, physician services, labs and x-rays. The Department is not obligated to reimburse the Contractor for medical care or treatment provided to a Department offender without the Department's pre-authorization in non-emergency situations, or without the required notification as specified by paragraph 3.8.1.4 in emergency situations.

3.8.2.4 The Department may, at its option, request the return of a Department offender for medical reasons. Except as to expenses already accrued, the Department's medical financial responsibilities under this Contract terminate when the Department takes custody of the offender, when the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

3.8.2.5 The Department at its sole discretion may provide Department offenders prescription medications or, reimburse the Contractor for prescription medications it provides as long as the Contractor provided prescription medications are consistent with the [Offender Health Plan](#) and the [Formulary](#). **Consistent with the medication continuation practice at DOC Reception Centers, DOC Contracted Violator Facilities are authorized to receive reimbursement for Non-formulary or Restricted Formulary prescriptions for up to thirty (30) days for general medical medications and sixty (60) days for mental health medications provided to patients returning to custody due to a violation. However, the Department still encourages Contracted Violator Facilities to use Formulary medications whenever possible. Over-the-counter (OTC) medications and/or medical supplies are not reimbursable items.**

For any single prescription that is expected to exceed \$2500.00 per month, notification to the Department's Utilization Management Office (Nurse Desk) is required. Any questions related to medication reimbursement may be directed to the Nurse Desk. See Attachment B.

Section 3.8.3 Safe Transfer of Care.

3.8.3.1 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](#).

3.8.3.2 The Contractor agrees to consult with the Department's Utilization Management Office prior to transferring a Department offender for medical reasons. "Transferring," as used in this section, includes moving the Department offender into the Contractor's medical unit within the Facility.

3.8.3.3 The Contractor also agrees to consult telephonically with the medical staff at any facility receiving the Department offender and agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list, and description of current medical problem(s), the Facility medical care previously provided, and the Facility medical staff contact information.

3.8.3.4 Prior to the Contractor transferring a Department offender to any other correctional facility, the Contractor agrees to obtain the Department's authorization and, if approved, to provide a copy of the Department's authorization to hold the Department offender at the receiving facility.

3.8.3.5 The Department agrees to transport, with the Department offender, any applicable medical records, current care instructions, and all appropriately labeled medications. The medical record shall at a minimum include the Department offender's name, DOC number, date of birth, any known allergies, current medication list and description of

current medical problem(s), the Facility medical care previously provided, and the Department's institutional medical staff contact information.

Section 3.8.4 Medical Care Utilization Review. The Contractor agrees to allow the Department and its agents to conduct concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders. The Contractor agrees that any and all of its medical service contracts will include authorization for the Department's concurrent and retrospective utilization audits and reviews of any and all medical services provided to Department offenders.

Section 3.8.5 Medical Billing. Contractor costs incurred for a Department offender's medical care not included in the per diem may be reimbursed by the Department consistent with this Contract and **Attachment C**.

The Contractor agrees to electronically send itemized monthly bills to the Department at: DOCHQMedicalRAB@DOC1.WA.GOV.

The itemized reimbursement claims must contain the Department offender's name and DOC number and attached supporting documentation of the service provided that includes the date(s) of service, the name of the practitioner who ordered the service, details of the service/item(s) provided, the prescriptions(s) provided, the facility(s) that provided the service(s), and a copy of any health care claims paid to off-site providers. All reimbursements claims must also include documentation showing proof of payment by the Contractor.

The Contractor agrees to submit itemized billing statements electronically to the Department for reimbursement and data collection purposes. 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 agrees to submit itemized bills for medical services not later than six months after the date of service. **If medical or pharmaceutical bills are received 365 days or more after the date of service, the Department may decline to reimburse the Contractor for those bills.**

ARTICLE III, SECTION 3.9 NOTIFICATION OF RELEASE DATE is hereby replaced in its entirety with the following:

Section 3.9 Notification of Release Date. The Department agrees to calculate a Department offender's release date and to notify the Contractor, in writing, of the Department offender's release date. The Contractor will not release a Department offender unless the Department's sanction has been served, or when the Department's hold or detainer is no longer valid, whichever is earliest.

The Contractor also agrees to notify the Department if a Department offender receives additional confinement or holds from a non-Department jurisdiction(s). The Department

will not be financially responsible for any per diem or medical costs beyond the sanction time imposed by DOC.


ATTACHMENT A, DOC CONTACT INFORMATION is hereby replaced in its entirety by ATTACHMENT A-1, DOC CONTACT INFORMATION, which is attached hereto and incorporated by reference herein.

ATTACHMENT B, PREAUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS is hereby replaced in its entirety by ATTACHMENT B-1, PREAUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS, which is attached hereto and incorporated by reference herein.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this Amendment is **January 1, 2021**.

THIS AMENDMENT, consisting of nine (9) page(s) and two (2) attachments is executed by the persons signing below who warrant that they have the authority to execute this Amendment.

LEWIS COUNTY SHERIFF'S OFFICE


Robert R. Snaza, Sheriff Date 01-22-2021

WASHINGTON STATE DEPARTMENT OF CORRECTIONS

Eisen, Debra J. (DOC) Digitally signed by Eisen, Debra J. (DOC) Date: 2021.01.21 15:40:11 -08'00'
Debra Eisen, Contracts Administrator Date

BOARD OF COMMISSIONERS LEWIS COUNTY, WASHINGTON

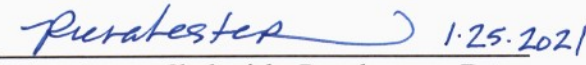

Sean D. Swope, Commissioner Date 1/25/2021


Lindsey R. Pollock, DVM, Commissioner Date 1/25/2021


Gary Stamper, Commissioner Date 1-25-2021


Approved as to Form: This Amendment format was approved by the office of the Attorney General. Approval on file.

ATTEST:


Rieva Lester, Clerk of the Board Date 1-25-2021

APPROVED AS TO FORM

Jonathan Meyer, Prosecutor


Civil Deputy Date
Kevin A. McDowell 1/22/21

DOC Contact Information

<p>Violator Medical Issues</p> <ul style="list-style-type: none"> • Pre-Authorization for extraordinary medical expenses • Pre-Authorization for high cost medications. • Notification: of emergent offender medical issue or • Hospitalization • Requests for transfer due to medical or mental health issues. 	<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>Violator Issues</p> <ul style="list-style-type: none"> • To request a transfer of violator • Notification of additional non-DOC sentence/sanction confinement • Notification of violator discipline/new charges • Notification of any non- DOC detainees/ holds 	<p>DOC Violator Desk</p> <p>Monday-Friday (except Holidays): 7:00 am-5:00 pm</p> <ul style="list-style-type: none"> • 1-855-584-6528 • Violatordesk@doc.wa.gov • <i>When calling outside of hours listed call the DOC Warrants Desk and ask to speak to the CCD Section Duty Officer.</i>
<p>DOC Secretary Warrant</p>	<p>DOC Warrants Desk-24/7</p> <ul style="list-style-type: none"> • 360-725-8888
<p>Concerns after normal business hours For example: offenders under DOC supervision or issues related to DOC staff or DOC equipment</p>	<p>DOC Warrants Desk-24/7 <i>Warrants Desk will refer to the appropriate Duty Officer</i></p> <ul style="list-style-type: none"> • 360-725-8888
<p>Violator Medical Billing</p> <ul style="list-style-type: none"> • Requests for reimbursement for medical care not included in the offender base rate. 	<p>Medical Disbursement Unit</p> <ul style="list-style-type: none"> • DOCHQMedicalRAB@doc1.wa.gov • 360-725-8298 • Fax: 360-586-1320
<p>DOC Contract Coordinator</p> <ul style="list-style-type: none"> • Contract concerns/issues • Death of a Violator • Violator Escape 	<p>Greg Oliver</p> <p>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

Last updated 1/11/2017

PRE-AUTHORIZATION AND MEDICAL BILLING INSTRUCTIONS**Definitions**

Per Diem Rate – the cost per day per Department offender for all care, included in facility medical costs housing which is the same or similar care provided to County/City inmates.

DOC Utilization Management Office (Nurse Desk) – the Department’s medical contact that receives, reviews and approves extraordinary medical expenses and non-formulary requests for DOC Offenders. The Nurse Desk is available 24 hours a day via phones 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 Base Rate per Diem for in-facility care for Department offenders including high cost/specialty medication for chronic conditions.

In-Facility Care – medical care provided to Department offenders as part of the Base Rate per Diem 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 other 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 offender 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 Offender Health Plan (OHP) as not medically necessary
- Brand-name medication when a generic product is available within the therapeutic class

Offender Health Plan (OHP) – The Department’s OHP describes medically necessary medical care, mental health and dental care services that are available to Department offenders, as well as the services that are limited or not available. The OHP is not a contract or a guarantee of payment for services provided to Department offenders. The Offender Health Plan (OHP) 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.

Pre-Authorization

The County/Violator Facility must obtain pre-authorization through the Department’s Utilization Management Office for all health care beyond what is normally provided to County inmates. This includes notification of incarceration of offenders 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.

In the case of an emergency when pre-authorization is not feasible, the County/Violator Facility must notify the Department’s Utilization Management Office as soon as possible, but no later than four (4) hours after transporting the Department offender to an emergency room or other medical facility and before any hospital admission.

The following information must be included with notifications:

- The date and time the offender left your facility for the medical event;
- The name of the hospital or medical facility;
- The medical issue/reason for trip; and

- The date and time the offender returned to your facility (if applicable)

Please note that 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/Violator Facility will not be billed for qualifying services. However, the County/Violator Facility 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 Department is not obligated to reimburse the County/Violator Facility for medical care or treatment provided to a Department Offender without the Department's pre-authorization or notification within the timeframe specified in the contract.

Pre-authorization requests for extraordinary medical care including pertinent medical records and other supporting documentation are faxed to the Utilization Management Office at (360) 586-9060.

The Department's Utilization Management Office will be available via telephone 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, please call (360) 725-8733. The call will forward to the on-call UM Nurse.

If authorization for extraordinary medical care is denied, the practitioner may appeal the Department's decision by submitting a written request and supporting documentation to DOC via email at DOCHQMedicalRAB@DOC1.wa.gov

Pharmaceuticals and Non-Formulary Requests

Consistent with the medication continuation practice at DOC Reception Centers, DOC Contracted Violator Facilities are authorized to receive reimbursement for Non-formulary or Restricted Formulary prescriptions for up to thirty (30) days for general medical medications and sixty (60) days for mental health medications provided to patients returning to custody due to a violation. However, the Department still encourages Contracted Violator Facilities to use Formulary medications whenever possible. Over-the-counter (OTC) medications and/or medical supplies are not reimbursable items.

For any single prescription that is expected to exceed \$2500.00 per month, notification to the Department's Utilization Management Office (Nurse Desk) is required.

Any questions related to medication reimbursement may be directed to the Nurse Desk at NurseDesk@doc1.wa.gov or (360) 725-8733.

Medical Billing

It is the responsibility of the billing County/Violator Facility to process payment for all bills prior to sending them to the Department for reimbursement. However, if the County/Violator facility is unable to make payment for direct billings, you may send a written request to the Department to process payment on the behalf of the County/ Violator Facility can be submitted by fax (360) 586-1320 or email to DOCHQMedicalRAB@DOC1.WA.GOV. Please include a copy of the bill with the 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.

Monthly medical billings are to be submitted electronically to the Medical Disbursement Unit at DOCHQMedicalRAB@DOC1.WA.GOV. Itemized invoices for services provided onsite by the incarcerating facility should be submitted to the Department on a monthly basis for the previous month's services. Any billing for offsite services should be submitted for reimbursement or payment within 30 days of the date of service. We understand that each monthly billing may have medical invoices for previous months and that is acceptable; however, in an effort to ensure the cleanest billing process, please bill one month at a time whenever possible. Itemized statements must be submitted in the format below with supporting documentation when applicable. 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

Last name	First Name	DOC # or Birthdate	Trip Date	Destination or RX name & strength	Quantity	ER? (Y/N)	IP? (Y/N)	Reason	Split	Amount
			or date					for	Custody	Billed to
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

Monthly billings must include:

- A coversheet with all pertinent details including the total amount billed, month of service, facility name, contact information for the billing staff(including an email address, phone number and fax number), address for where to submit the payment, an invoice number (this is your internal invoice tracking number) and Federal Tax ID number;
- Itemized Charges to include the name of the offender and DOC# who the charges are for, what the charges are for and the total amount of the charges. If you are asking for reimbursement for services paid to offsite providers, a copy of the original healthcare claim form paid by the facility must be included. If charges are for onsite services, the detail of what services were provided must be listed along with copies of any paid bills for those services with a break-out of the amount attributed to the DOC offenders.
- Supporting documentation including verification of DOC hold, any authorizations from the Utilization Management Office and all Health Insurance Claim Forms (CMS 1500 or UB-04) and/or invoices from community providers showing what was billed and documentation of what you paid if requesting reimbursement, for medications, you must provide a copy of the pharmacy bill to include the drug name, dosage and quantity provided and amount paid for the drugs;
- Credits for returned prescriptions (if applicable) listed in the same way as noted above and clearly marked as CREDIT.

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 DOCHQMedicalRAB@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).

BOCC AGENDA ITEM SUMMARY

Resolution: 21-027

BOCC Meeting Date: Jan. 25, 2021

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Acceptance of an amendment to an interlocal agreement for use of jail facilities between Lewis County Sheriff/County and the Washington State Department of Corrections

Contact: Carrie Breen

Phone: 2714

Department: SHRF - Sheriff (Jail too)

Description:

Acceptance of an amendment to an interlocal agreement for use of jail facilities between Lewis County Sheriff/County and the Washington State Department of Corrections

Approvals:

User	Status
PA's Office	Approved

Publication Requirements:

Publications:

Additional Copies:

Chief Chris Sweet, Sandy Lupo, Carrie Breen

Cover Letter To:

DOC - color copy