

Services While Confined/Incarcerated

Policy Number: BIP160.K
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[Instructions for Use](#)

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Related Benefit Interpretation Policy
<ul style="list-style-type: none"> Emergency and Urgent Services

Federal/State Mandated Regulations

Note: The most current federal/state mandated regulations for each state can be found in the links below.

Oklahoma

Oklahoma Statutes §36-6060.4a Effect of Arrest or Pretrial Detention on Otherwise Allowable Claims (effective 11/01/2010)

<http://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=452997>

- A. No health benefit plan, including, but not limited to, the State and Education Employees Group Health Insurance Plan, that is offered, issued or renewed in the state on or after January 1, 2009, shall exclude otherwise allowable claims which occur in conjunction with the arrest or pretrial detention of the policyholder prior to adjudication of guilt and sentencing to incarceration of the policyholder. The reimbursement rate for out-of-network claims for these services shall be set at the current Medicare rate.
- B. As used in this section, “health benefit plan” means any plan or arrangement as defined in subsection C of Section 6060.4 of this title.

Oregon

2015 (Updated on 10/06/2017) ORS 743A.260 Inmates

<https://www.oregonlaws.org/ors/743A.260>

- 1) As used in this section:
 - a) “Detainee” means an insured who is:
 - A. In the custody of a local supervisory authority pending the disposition of charges; or
 - B. In a detention facility pending final adjudication by a juvenile court.
 - b) “Detention facility” has the meaning given that term in ORS 419A.004.
 - c) “Health benefit plan” has the meaning given that term in ORS 743B.005.
 - d) “Supervisory authority” has the meaning given that term in ORS 144.087.
- 2) Except as provided in subsection (4) of this section, an insurer offering a health benefit plan may not deny reimbursement for any service or supply covered by the plan or cancel the coverage of an insured under the plan on the basis that:
 - a) The insured is a detainee;
 - b) The insured receives publicly funded medical care while in the custody of a local supervisory authority or in a detention facility; or

- c) The care was provided to the insured by an employee or contractor of a county, or a local supervisory authority or a detention facility, if the employee or contractor meets the credentialing criteria of the health benefit plan.
- 3) An insurer shall reimburse a county for the costs of covered services or supplies provided to a detainee, in an amount that is no less than 115 percent of the Medicare rate for the service or supply.
- 4) An insurer offering a health benefit plan may:
 - a) Deny coverage for the treatment of injuries resulting from a violation of law;
 - b) Exclude from any requirements for reporting quality outcomes of performance, any covered services provided to a detainee;
 - c) Impose utilization controls under the health benefit plan that apply to services provided by in-network providers to insureds who are not in custody or in a detention facility, including a requirement for prior authorization;
 - d) Impose the requirements for billing and medical coding for covered services provided to a detainee that the insurer imposes on other providers;
 - e) Deny coverage of diagnostic tests or health evaluations required, as a matter of course, for all detainees;
 - f) Limit coverage of hospital and ambulatory surgical center services provided to a detainee to services provided by in-network hospitals and ambulatory surgical centers; and
 - g) Reimburse an out-of-network renal dialysis facility at either the in-network or the out-of-network rate paid by the insurer for dialysis provided to a detainee.
- 5) a) An insurer may not refuse to credential a health care provider who is an employee or contractor of a county, a local supervisory authority or a detention facility on the basis that the employee or contractor provides the services in a facility operated by the local supervisory authority or in a detention facility.
 - b) If an insurer refuses to credential a health care provider who is an employee or contractor of a county, a local supervisory authority or a detention facility, the insurer must give written notice to the provider explaining the reasons for the refusal.
- 6) This section does not:
 - a) Impair any right of an employer to remove an employee from coverage under a health benefit plan;
 - b) Release carriers from the requirement to coordinate benefits for persons who are insured by more than one carrier; or
 - c) Limit an insurer's right to rescind coverage in accordance with [ORS 743B.310 \(Rescinding coverage\)](#).
- 7) A public body, as defined in [ORS 174.109 \("Public body" defined\)](#), may not pay health benefit plan premiums on behalf of a detainee. [2014 c.97 §2; 2017 c.329 §1]

State Market Plan Enhancements

None

Covered Benefits

Important Note: Covered benefits are listed in *Federal/State Mandated Regulations*, *State Market Plan Enhancements*, and *Covered Benefits* sections. Always refer to the *Federal/State Mandated Regulations* and *State Market Plan Enhancements* sections for additional covered services/benefits not listed in this section.

Note: Refer to the member's Evidence of Coverage (EOC)/Schedule of Benefit (SOB) to determine the coverage eligibility.

Oklahoma

UnitedHealthcare will reimburse Members their out-of-pocket expenses for Services received While Imprisoned or Incarcerated if the services are Covered Services under the terms of this Health Plan. UnitedHealthcare's liability with respect to out-of-network expenses for Covered Services provided in a state or county Hospital is limited to the current Medicare rate pursuant to state law.

Oregon, Texas, and Washington

UnitedHealthcare will reimburse Members their out-of-pocket expenses for Services received While Confined/Incarcerated, or, if a juvenile, while detained in any facility, if the services were provided or authorized by your Primary Care Physician or Participating Medical Group in agreement with the terms of this Health Plan or were Emergency Health Care Services or Urgently Needed Services. This exclusion does not restrict UnitedHealthcare's liability with respect to expenses for Covered

Health Care Services solely because the expenses were incurred in a county or state hospital; however, UnitedHealthcare's liability with respect to expenses for Covered Health Care Services provided in a state hospital is limited to the rate UnitedHealthcare would pay for those Covered Health Care Services if provided by a Network Hospital.

Not Covered

Services while confined are not covered, except as stated in the *Federal/State Mandated Regulations* and *Covered Benefits* sections.

Oklahoma

- Services required for injuries or illnesses experienced while imprisoned or incarcerated pursuant to federal, state or local law unless required by federal or state law

Oregon, Texas and Washington

- Services required for injuries or illnesses experienced while under arrest, detained, imprisoned, incarcerated or confined pursuant to federal, state or local law

Policy History/Revision Information

Date	State(s) Affected	Summary of Changes
01/01/2022	All	<ul style="list-style-type: none">• Routine review; no change to benefit coverage guidelines• Archived previous policy version BIP160.J

Instructions for Use

Covered benefits are listed in three (3) sections: *Federal/State Mandated Regulations*, *State Market Plan Enhancements*, and *Covered Benefits*. All services must be medically necessary. Each benefit plan contains its own specific provisions for coverage, limitations, and exclusions as stated in the member's Evidence of Coverage (EOC)/Schedule of Benefits (SOB). If there is a discrepancy between this policy and the member's EOC/SOB, the member's EOC/SOB provision will govern.