

Charleston County Sheriff's Office Policy and Procedures Manual

Sheriff Carl Ritchie

18-24 Dialysis Services

□ New

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ACA Standards Reference: 5-ALDF-4D-13, 15, 35 CALEA Standards Reference: NCCHC Standards Reference: SCLEA Standards Reference: SC Minimum Standards:

This policy dated 1/29/2025 replaces prior policies cited above and supersedes all previously issued directives.

I. Purpose:

To describe all aspects of care and requirements for providing dialysis services to inmates while confined in the Sheriff Al Cannon Detention Center (SACDC).

II. Policy:

It is the policy of SACDC to provide inmates through the contracted medical provider with a dialysis program. This program will be organized, equipped, staffed, and managed according to state requirements and community standards of care to offer hemodialysis and peritoneal dialysis. The contracted medical provider will ensure each inmate has an individual plan of care within the first thirty days of incarceration. It is the mission of the health authority to provide dialysis services to all clients in an efficient and timely manner by professional health care staff.

(DHEC Regulations 61-97)

III. Definitions:

A. For purposes of this procedure, the word "deputy" applies to all agency employees with a certification classification of Class I, Class II, Class III, or Reserve Deputy, as defined by the South Carolina Criminal Justice Academy.

The following terms are used interchangeably; however, they carry guidance to specific employees based on usage of the term:

- 1. Deputy, deputies, deputy sheriff, detention deputy, sworn employee, uniformed sworn employee, sworn administrative employee, and
- 2. civilian, non-sworn employee.
- B. *Employee:* When used without further clarification, the term employee is inclusive of all agency members (sworn and non-sworn).
- IV. Staffing:
 - A. The contracted medical provider for the SACDC to provide dialysis services to inmates through a sub-contractor. The sub-contractor will maintain written job descriptions for all positions.
 - B. The contracted Health Services Administrator (HSA) or his/her designee will be the administrator for the dialysis services for the SACDC. The subcontracted Director of Nursing (DON) will directly oversee the program.
 - C. The SACDC will notify DHEC of any change in the administrator for the

dialysis services within seventy-two hours and provide a replacement.

- D. The sub-contractor will maintain documentation to ensure the SACDC complies with DHEC Regulations 61-97 Section 504A and B.
- E. The contracted medical provider will ensure the sub-contractor has a licensed physician to serve as a Medical Director of the End-Stage Renal Diseases services.
- F. The contracted Medical Director will be responsible for the execution of inmate policies and medical staff rules and regulations.
- G. For dialysis services, the sub-contractor, including their nurses and certified technicians, will provide hemodialysis services. Peritoneal dialysis may be utilized, as appropriate. A sub-contracted nurse, trained in dialysis, must be onsite in the medical designated dialysis area while treatments are being offered. The subcontractor provides and administers all supplies and equipment, blood products, and medications during therapy.
- V. Orientation and Training:
 - A. Sub-Contracted staff (nurses and certified technicians) will receive a full orientation regarding the facility's operation, including how medical codes are handled. Subcontracted leadership is responsible for staff education at time of hire, ongoing and annually to maintain competence per dialysis and local health agency standards. Training will also include, but is not limited to, education regarding fire prevention. Cardiopulmonary resuscitation certification will be maintained.
- VI. Reporting Dialysis Incidents:
 - A. The medical contracted management team will collaborate with the subcontractor who will be responsible for a Quality Improvement Program (QIP) that includes invitation to the contracted medical HSA, DON and Medical Director. These meetings will be held at least quarterly.
 - B. Any adverse events (accidents, incidents) will be immediately reported by the subcontracted staff to the contracted medical leadership staff. Themes/trends will be reviewed during QIP meetings.
 - C. Reportable diseases or any unexpected lab results that are discovered through routine dialysis labs will be reported by the sub-contracted staff to the contracted medical leadership staff. Themes/trends will be reviewed during QIP meetings.

- D. The contracted medical provider will ensure DHEC is notified of all adverse reportable conditions as appropriate per DHEC regulations.
- E. The contracted medical provider will notify the Detention Director of any significant changes in the inmate's condition within twenty-four hours and document the significant changes and notification in the inmate's electronic medical record.
- VII. Inmate Medical Files:
 - A. The sub-contractor staff will document according to their policies and procedure, following completion of each treatment, including results of vital signs. Dialysis flow sheets will be maintained by the sub- contract staff but will also be scanned into the contracted medical electronic record.
 - B. On a monthly basis, the contracted Medical Director, sub-contracted Nephrologist and HSA will review current cases and any areas for improvement. The medical provider in chronic care clinic will see patients who undergo dialysis. If a patient is being discharged from dialysis services per the Nephrologist, the Nephrologist and the contracted Medical Director will coordinate documentation and follow-up care.
 - C. An inmate may refuse dialysis treatment. Upon treatment refusal the inmate needs to be escorted to medical for the refusal to be documented by the medical department. In the event an inmate refuses to be escorted to medical all reasonable attempts will be made to persuade the inmate. The supervisor or designee will notify medical of the refusal. The refusal will be documented in a SACDC incident report. The refusal includes a description of the service, medical advice, the inmate's signature, and the signature of two witnesses, one of which must be health care staff. If the inmate refuses to sign the refusal, health care staff will write "refused" on the form and two staff witnesses, one of which must be health care staff, will sign it.
 - D. All inmate medical records will be considered confidential and separated from all other inmate's records.
 - 1. Routine access to medical records will be limited to health care staff that require records for supplying clinical services or to staff performing an investigation of the facility, with the agreement of the physician and the Detention Director.
 - 2. Only relevant information is shared when such access is required in the performance of duties.

- 3. With the inmate's written consent, SACDC will provide health care information to community agencies and resources at the time of an inmate's release.
- 4. A non-SACDC physician treating an inmate will have access to the inmate medical records when the SACDC physician believes information contained therein may be relevant to the inmate's health.
- 5. Medical Records will otherwise be maintained in accordance with SACDC rules relating to security and privacy restriction and will be retained with the central file after an inmate's release for a time period sufficient to allow for treatment continuity.

(5-ALDF-4D-13, 15, 28)

Note: HIPAA requires that inmate medical records are confidential, not only does this prohibit anyone not authorized to view these records, but it also includes all SACDC staff (detention, civilian, or contracted employees) will not discuss any medical records or information with any other individual.

- VIII. Medical Diets:
 - A. The Food Service Provider will confirm inmates who are assigned a medical diet are served nutritionally balanced meals. The Food Service Director reviews medical diets quarterly and the contracted food service provider will employ a registered dietician to review the menus annually
- XI. Hospitalization:
 - A. Inmates who require hospital or specialized ambulatory care are provided appropriate and timely access to such care in a facility that meets state licensure requirements.
 - B. The contracted medical provider has arranged with local hospitals and specialty providers to ensure that all levels of care are available to meet the health care needs of the patient population.
 - C. The contracted medical provider shall transfer any inmate to a hospital whenever a transfer or referral is determined as medically necessary.
 - D. There will be an exchange of medical and other information necessary or useful in the care and treatment of inmates transferred to a hospital or any other inpatient medical facility, or to another End-Stage Renal Disease Facility.

X. Inmate Rights:

- A. The following rights are explained to the inmate during intake, and, at a minimum, the contracted medical provider will inform the inmate an explanation of these rights:
 - 1. Fully informed of these rights and responsibilities, and of all rules and regulations governing inmate conduct and responsibilities;
 - 2. Fully informed of services available at the SACDC and provided an explanation of cost of medical services in the Inmate Orientation Handbook;
 - 3. Informed by a Physician of their medical condition as documented in the inmate's medical record unless the medical record documents a contraindication;
 - 4. Afforded the opportunity to participate in the planning of their medical treatment and to refuse to participate in experimental research; and
 - 5. Treated with consideration, respect and full recognition of their individuality and personal needs, including the need for privacy in treatment.
- B. The contracted medical provider will maintain written documentation in the electronic medical record verifying the inmate has had his or her rights explained.
- XI. Housekeeping:

The SACDC will ensure housekeeping issues will be maintained by Environmental staff that will follow SACDC policy and procedure and DHEC regulations. The contracted medical provider and the sub-contractor staff will support these practices.

- XII. Maintenance:
 - A. All dialysis equipment maintenance and documentation will follow subcontracted agency policy and procedures and will be maintained and operated by sub-contract staff employees (nurses and/or biomedical technicians).
 - B. Fire safety and facility maintenance will follow all SACDC policy and

procedures.

XIII. Infection Control:

Standard infection control precautions are to be observed at all times during the dialysis process. This includes wearing gown and gloves when entering the room, appropriate waste disposal, and terminal cleaning of the room upon completion.

XIV. Water Supply:

The contracted medical provider will ensure the sub-contractor will provide the results of environmental testing of water and dialysate monthly.