NEW YORK STATE DEPARTMENT OF HEALTH, AIDS INSTITUTE
HIV PRIMARY CARE MEDICAID PROGRAM AGREEMENT
PART 1

WHEREAS, primary care is a vital source of health care for the residents of New York;

WHEREAS, the Department of Health has adopted a reimbursement methodology for clinic services provided to HIV infected patients (10 NYCRR Sections 86-1.11(h), 86-4.35) in an effort to reach these patients at an early disease stage when they will be able to receive the maximum benefit from the most recently discovered treatment;

NOW, THEREFORE, the New York State Department of Health (DOH) and the Provider agree to comply with the terms and conditions of this agreement as follows.

1) The Provider agrees to provide or arrange primary care for persons with HIV infection; this includes HIV testing and follow-up care according to the clinic services descriptions in Attachment I. This agreement shall be effective on January 1, 2007 and shall continue in effect thereafter unless either party shall give 30 days written notice to the other of intent to terminate the agreement. The Provider agrees to abide by all reasonable policies, procedures and instructions provided in writing by DOH, to implement and execute primary care services for persons with HIV infection and AIDS and to bill Medicaid accurately in accordance with the reimbursement methodology. The reimbursement methodology consists of the prices established for clinic services, as described in this agreement. The Provider understands and agrees that the Medicaid reimbursement rates may change during the term of the agreement and that the Provider will be reimbursed at the rate approved at the time the services were rendered.

2) The Provider agrees to provide the personnel and support necessary to implement and maintain primary care services for persons with AIDS and HIV infection at its site(s).

3) The Provider agrees to comply with all standard Medicaid billing practices established through the New York State Medicaid Management Information System (MMIS). Further, the Provider agrees to make all laboratory services available directly or indirectly. The facility will be reimbursed for all such services provided to the patient. When provided indirectly, the facility will be responsible for paying the vendor. Current DOH policies regarding the performance of HIV tests shall apply.

4) The Provider shall be responsible for following written instructions from the DOH pertaining to voids, adjustment, and other Medicaid billing procedures in order to ensure that there is no duplicate billing.

5) The Provider agrees to identify a senior management individual, who will be knowledgeable about and responsible for the program and in regular contact with the

DOH. The Provider shall notify the DOH promptly of any change in the staff member responsible for the program.

6) The Provider agrees to provide or directly arrange comprehensive services to persons with HIV infection. Services shall include those included in the visit descriptions on page 5 of this agreement and the following services:

   a) Standard laboratory tests;

   b) Health education regarding orientation to facility procedures and right/responsibilities of the client;

   c) Referral for special studies, tests and consultations, including psychiatric consultations, to ensure appropriate care for patients;

   d) Psychosocial services including screening for social, economic and emotional problems, and referral when necessary;

   e) Coordination of care including the designation of a professional member of the health care team as the care coordinator, who will assure continual input from all appropriate members of the health care team, the client and significant others where appropriate and assure information flow between the ambulatory setting and other providers or sites of care;

   f) Offer tuberculosis screening, therapy, including directly observed therapy, when medically indicated, and referral when appropriate;

   g) Risk reduction and partner counseling.

7) The Provider agrees further to:

   a) Provide after hours and emergency consultation and care for all patients;

   b) Use a comprehensive care record to document services provided;

   c) Maintain a system for protecting confidentiality of medical records, including HIV-related information consistent with Article 27-F of Public Health Law and Part 63 of 10 NYCRR as well the Health Insurance Portability and Accountability Act (HIPAA) revised in October 2003;

   d) Implement a system for follow-up on missed visits and rescheduling of visits and a policy for follow-up on patients lost to care. All such follow-up activities will be documented in the medical record;

   e) Have in place written agreements with AIDS Centers or other back-up hospitals stipulating arrangements for referral of patients for medically indicated care

regardless of ability to pay. Such agreements shall detail (but need not be limited to) the following:

i. provisions for normal referral services;

ii. provisions offering reasonable access to hospital facilities and services and means for communications, scheduling, reporting and follow-up;

iii. special tests and procedures to be performed;

iv. procedures detailing how hospitalization for medical problems will occur;

v. a system for receiving information from referral sources and back-up hospitals.

f) Develop and implement a plan to inform the public of the availability of services and to increase early enrollment.

8) The Provider shall meet all published DOH AIDS Institute quality of care program standards and follow DOH AIDS Institute guidelines for clinical care of persons with HIV/AIDS.

9) The provider may request cancellation of this agreement in writing and shall include the reasons for the request. All cancellations require approval by the DOH. Such approval shall not be unreasonably withheld.

10) The DOH may cancel this agreement if the Provider has failed to substantially comply with the terms of participation, including, but not limited to failure to:

a) permit access for patient record reviews;

b) accurately complete costs reports, or

c) accurately bill Medicaid under the reimbursement methodology.

11) The Provider agrees that the DOH may determine new visit types and rates during the term of this agreement. Such visit types and rates shall be available to the Provider and shall be incorporated as part of this agreement upon written notice to the Provider.

12) The DOH, its employees, representatives, and designees shall have the responsibility for determining contract compliance, as well as the quality of services being provided. The DOH shall conduct such visits and program reviews as it deems necessary to assess the quality of services being provided and to determine contract compliance.

13) In conformance with all applicable laws, the Provider shall assure the DOH and its authorized representatives prompt access to all program sites and all financial, clinical or other records and reports relevant to payment and oversight of the program. The DOH shall access patient information, including HIV-related information as required for the administration and monitoring of this program under Medicaid funding. Patient records shall be held by the DOH in strict confidence, and patients' rights to privacy shall be protected, in accordance with all applicable law, including Article 27-F of the Public Health Law and Part 63 of 10 NYCRR.

Facility Name: _____

Signature: _____

Title: _____

Date: _____

The State of New York Department of Health

Signature: _____

Title: _____

Date: _____

HIV Primary Care Visits

As of November 1, 2006, the HIV Primary Care Program includes reimbursement for the following HIV ambulatory care visits.

HIV Testing Visit

HIV testing is performed to determine the HIV status of an individual and to link him/her to prevention and care services. HIV testing must adhere to current New York State Department of Health regulations and guidelines. When using rapid testing, the HIV Testing Visit may be billed by hospital emergency departments.

HIV Counseling without Testing Visit

The HIV Counseling without Testing Visit may be billed when the patient declines testing after the provider has reviewed information on HIV testing, answered the patient's questions, and encouraged him/her to test. This visit may also be billed when all of the previous requirements have been met, and the provider administering the test determines the patient lacks the capacity to consent or to complete the testing process.

HIV Counseling (Positive) Visit

At initial diagnosis, the goals of counseling for individuals with HIV infection are to deliver the test result (preliminary positive or confirmed positive), help the patient cope with the consequences of learning the test result, explain the benefits of treatment, link the patient to medical care, provide partner counseling and assistance per New York State Department of Health Guidelines, and provide interventions to reduce the risk of further HIV transmission. Both partner and risk-reduction counseling are ongoing activities, which should be provided as part of comprehensive clinical care for persons with HIV.

INITIAL/ANNUAL COMPREHENSIVE HIV MEDICAL EVALUATION VISIT

The goals of the Initial/Annual Comprehensive HIV Medical Evaluation are (1) to stage the disease for prognostic and treatment purposes, (2) to develop a treatment plan, and (3) to identify active HIV-related opportunistic infections and tumors, medical conditions associated with the person's HIV risk activity, psychosocial problems and needs, and non-HIV related health care needs.

HIV MONITORING VISIT

New York State Department of Health guidelines recommend HIV monitoring at baseline and every four months thereafter for patients on antiretroviral therapy. Monitoring consists of an interim medical evaluation and immunologic and virologic assessments when indicated based on current guidelines.