

**NEW YORK STATE
DEPARTMENT OF HEALTH**

AIDS INSTITUTE

HIV UNINSURED CARE PROGRAMS

ADAP PLUS

**ARTICLE-28
AGREEMENT FORM**

1-800-832-5305

**EMPIRE STATION
P.O. BOX 2052
ALBANY, NY
12220-0052**

ADAP PLUS (PRIMARY CARE)

PROGRAM DESCRIPTION

To assist uninsured or underinsured persons with HIV, obtain necessary medical care and treatments, the AIDS Institute/New York State Department of Health has implemented a reimbursement pool that pays for ambulatory care services.

The ADAP Plus Program provides enrolled hospitals and clinics with reimbursement for ambulatory care services provided in an outpatient or clinic setting. This initiative is a partnership between New York State and the planning councils of the New York City, Long Island, Lower Hudson and Dutchess County Regions.

PROVIDER ELIGIBILITY

Hospitals and clinics licensed under Article 28, that have been approved for the NYS DOH HIV Primary Care Medicaid Program, DOHM Memorandum 89-99, are eligible to enroll as providers under this Program. Eligible hospitals and clinics must be able to provide a full range of HIV primary care services.

CLIENT ELIGIBILITY

ADAP Plus serves HIV-infected New York State residents who are uninsured or underinsured for primary medical care. Participants must meet the following criteria:

- (1) Residency: New York State
 - (2) Medical: HIV-Infection
 - (3) Financial: Annual Income less than \$44,000 for a household of one, \$59,200 for two and \$74,400 for three or more.
Liquid Assets less than \$25,000
- Applicants who have partial insurance or limitations that inhibit access to primary care services are eligible for the Program. Such individuals will assign their insurance benefits to the Program. Their benefits will be coordinated by the Program, for maximum reimbursement to the program.
 - Adolescents who do not have access to the financial or insurance resources of their parents/guardians will be eligible for the Program.
 - There are **no** co-payments required.

REIMBURSEMENT

The Program will use established Medicaid Rate Schedules. Services covered by ADAP Plus which fall under the HIV Enhanced Medicaid Rate Structure (Five and Seven Tier) will be paid at the applicable rates. Other covered services will be paid at the established Medicaid outpatient rate or PAC rate as appropriate for each provider. Due to Federal guidelines, HIV counseling and testing services are not reimbursable under this Program. To improve manageability and acceptability by providers the Program will make use of existing Medicaid billing and coding mechanisms. The Program will provide technical assistance on billing issues to enrolled hospitals and clinics.

APPLICATION

Interested hospitals and clinics may apply to participate in ADAP Plus by completing and signing the attached Assurances and Agreement Form, and the Provider Enrollment Form. Make a copy for your records and return the originals to ADAP Plus:

**ADAP PLUS
EMPIRE STATION
P.O. BOX 2052
ALBANY, NY 12220-0052**

Applicants who meet Program eligibility requirements and provide the required documentation, will be eligible to bill for services retroactive to the date which the application is received from the provider by the Department of Health. Applicants who are accepted into the Program will receive written notification from the Department of Health, ADAP Plus.

QUESTIONS

If additional information is required, please call the Program at 1-800-542-2437. Program staff is available weekdays between 8:00 am and 5:00 pm.

NEW YORK STATE DEPARTMENT OF HEALTH, AIDS INSTITUTE
ADAP PLUS ARTICLE-28
ASSURANCES AND AGREEMENT FORM

The NYS Department of Health has received grant funding to implement a reimbursement Program for outpatient services provided to uninsured or underinsured, HIV-infected individuals in an effort to reach these individuals at an early disease stage when they will be able to receive the maximum benefit from the most recently discovered treatments.

The ADAP Plus (Primary Care) Program is administered by the AIDS Institute. To be eligible clinics and hospitals must be licensed under Article 28 and enrolled in the HIV Primary Care Medicaid Program and sign the following Assurances and Agreement Form:

1. The Provider agrees to provide or arrange for primary care for persons with HIV infection. 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 DOH accurately in accordance with the reimbursement methodology. The reimbursement methodology consists of the prices established for the clinic services, as described in Attachment I, which is hereby incorporated as part of this agreement. The Provider understands and agrees that the reimbursement may change during the term of the agreement and that the Provider will be reimbursed at the rate available to the Program 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). The Provider also agrees to maintain procedures and support staff to identify and screen individuals without adequate insurance or Medicaid coverage for their potential eligibility for the Program and Medicaid. The Provider agrees to encourage and support eligible individuals to apply for Medicaid and the Program as appropriate.
3. The Provider agrees to provide or arrange for all necessary covered medical services to Program participants without charge to the participant. Further, the Provider agrees to make all laboratory services available directly or indirectly. The Provider will be reimbursed for all such services provided to the patient. When provided indirectly, the Provider will be responsible for paying the vendor.
4. The Provider agrees not to bill the Program for any services for which Medicaid, insurance companies or other third party payers can reasonably be expected to make payment.
5. The Provider shall be responsible for following written instructions from the DOH pertaining to voids, adjustments, and other billing procedures in order to ensure that there is no duplicate billing.
6. The DOH will not be obligated to pay claims submitted more than 90 days after delivery of services.
7. The DOH will utilize the AIDS Institute Utilization Review (UR) Agent to review patient records for quality of care and appropriateness of billing. Provider agrees to provide access to all necessary patient and fiscal records for the UR agent to conduct its activities. Claims to the Program will be adjusted based upon the findings of the UR agent.
8. The Provider agrees to identify a senior management individual, who will be knowledgeable about and responsible for the Program and in regular contact with DOH.

9. The Provider agrees to provide or directly arrange comprehensive services to persons with HIV infection. Services shall include those described in Attachment I and the following services:
- a. Routine general medical treatment for both HIV and non-HIV related illness;
 - b. Standard laboratory tests;
 - c. Health education regarding orientation to facility procedures, right/responsibilities of the client, risks of HIV infections, and risk reduction behaviors;
 - d. Referral for special studies, tests and consultations to ensure appropriate care for patients;
 - e. Psychosocial services including screening for social, economic and emotional problems, and referrals when necessary;
 - f. Coordination of care including the designation of a professional member of the health care team as the care coordinator who will:
 - 1) assure continual input from all appropriate members of the health care team, including the client and significant other where appropriate;
 - 2) participate in the development of a plan of care;
 - 3) facilitate implementation of the plan;
 - 4) assure information flow between the ambulatory setting and other providers or sites of care;
 - 5) implement a system for follow-up on missed visits, rescheduling of visits, inability to contact patient and referral. All such follow-up activities will be documented in the medical record.
 - g. Offer tuberculosis screening, therapy, when medically indicated, and referral when appropriate.
10. 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 27F of the Public Health Law and Part 63 of 10 NYCRR.
 - d. Have in place in written agreements with an AIDS Center hospital or other back-up hospital stipulating arrangements for referral of patients for medically indicted care regardless of ability to pay. Such agreements shall detail (but need not be limited to) the following:
 - 1) provisions for normal referral services;

- 2) provisions offering reasonable access to hospital facilities and services and means for communications, scheduling, reporting and follow-up;
 - 3) special tests and procedures to be performed;
 - 4) procedures detailing how hospitalization for medical problems will occur;
 - 5) a system for receiving information from referral sources and back-up hospitals.
- e. Develop and implement a plan to inform the public of the availability of services and to increase early enrollment.
11. The Provider shall incorporate into the existing quality assurance Program a mechanism for review of the appropriateness of care provided to persons with early HIV infection and AIDS.
 12. 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 records reviews; (b) accurately complete costs reports, or (c) accurately bill DOH under reimbursement methodology.
 13. The Provider agrees that the DOH may determine new visit types and rates (Attachment I) 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.
 14. 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.
 15. 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 relating to the Program. The DOH shall access patient information, including HIV-related information as required for the administration and monitoring of this Program.
 16. The Provider shall maintain Program reports including financial, administrative, utilization, and patient care data in such a manner as to allow the identification of expenditure, revenue and utilization data associated with health care provided to HIV infected patients, and DOH supported items as identified in this agreement for six years. Records containing the information as described in this paragraph including patient-specific records shall be available at all times to the DOH upon request and shall be subject to audit. Patient records shall be held by the DOH in strict confidence, and patients' rights to privacy shall be protected, in accordance with Article 27-F of the Public Health Law and Part 63 of 10 NYCRR.

Endorsed By: _____ Dated: _____

Print Name: _____ Title: _____

Please return this agreement to:

ADAP PLUS
 EMPIRE STATION
 P.O. BOX 2052
 ALBANY, NY 12220-0052

Make additional copies of this form to include all Locator Codes for this Facility:

ADDITIONAL LOCATIONS FOR THIS FACILITY:

MMIS Locator Code: Facility Name: _____

Address: _____

City: _____ State: Zip Code:

Main Phone: () - Ext:

Patient Phone: () - Ext:

This facility provides dental services? No Yes Phone: () -

This facility provides mental health services? No Yes Phone: () -

MMIS Locator Code: Facility Name: _____

Address: _____

City: _____ State: Zip Code:

Main Phone: () - Ext:

Patient Phone: () - Ext:

This facility provides dental services? No Yes Phone: () -

This facility provides mental health services? No Yes Phone: () -

MMIS Locator Code: Facility Name: _____

Address: _____

City: _____ State: Zip Code:

Main Phone: () - Ext:

Patient Phone: () - Ext:

This facility provides dental services? No Yes Phone: () -

This facility provides mental health services? No Yes Phone: () -

ATTACHMENT I

ADAP PLUS

COVERED PRIMARY CARE SERVICES FOR PERSONS WITH HIV INFECTION AND AIDS

(1) Comprehensive HIV Medical Evaluation

(a) Annual Evaluation (5 Tier or 7 Tier)

All facilities shall provide an Annual Comprehensive HIV Medical Evaluation to enrolled participants when there is a need to assess their clinical status.

The purpose of this service is to establish the stage of HIV infection or illness; diagnose active opportunistic infections and tumors and medical conditions associated with the identified transmission factor; identify appropriate prophylactic therapies to prevent future opportunistic infections; initiate anti-HIV therapy if indicated, and identify significant psycho-social problems to be addressed in the plan of care.

This evaluation shall include:

- a comprehensive medical history;
- a physical examination, including a pelvic examination for women;
- an assessment of mental health and social needs including referrals to substance abuse treatment and other services, as indicated, which may not be related to HIV infection;
- information regarding prevention of the transmission of HIV infection;
- laboratory tests and reporting of the test results to the patient:
 - CBC
 - chemistry panel, multichannel
 - Hepatitis B Panel
 - VDRL or other screening serology for syphilis
 - gonococcal culture
 - chlamydia screen
 - pap smear
 - tuberculin skin test
 - anergy testing
 - immunological testing, including CD 4 (T4) counts
 - chest x-ray
- all other medically necessary evaluations.

If active medical conditions or preventive health needs are identified during the comprehensive visit, treatment will be provided, as medically indicated, or referral made to appropriate treatment and health care services.

This service applies to HIV positive persons, regardless of the stage of infection or illness.

The comprehensive HIV medical evaluation visit may be performed once annually.

(b) Initial Visit (7 Tier AIDS Designated Care Center)

This visit includes a comprehensive medical history, complete physical exam and gathering of the initial data-base including, but not limited to, laboratory testing, x-ray, cultures, etc. The utilization threshold for this type of visit is one per patient per year. If the patient has had this type of work-up performed while admitted as an inpatient to the Center, a duplication on the outpatient will not be allowed.

(c) Subsequent Comprehensive Visit (7 Tier)

This type of visit would occur in years subsequent to the initial visit and includes a comprehensive physical exam and evaluation and updating of the medical history and data base. The utilization threshold for this type of visit is one visit for each twelve- month period subsequent to the initial visit or admission into the outpatient program.

(d) Intermediate Visit (7 Tier)

This type of visit would include the work-up of a new problem or a marked change in an existing problem in a patient known to the clinic and/or provider. The work-up in this case would consist of a focused physical exam, history and data-base. The utilization threshold for this type of visit is six visits per patient for a given twelve-month period.

(e) Routine Visit (7 Tier)

This type of visit would include the routine follow-up of an established problem in a patient with a prior relationship with the clinic and/or provider. The work-up include a brief interim history, limited physical exam and occasional follow-up data or culture check. The utilization threshold for this type of visit will be as ordered or required by the supervising physician or case management plan.

(2) Cd4+ Monitoring Visit (5 or 7 Tier)

This service includes the ongoing monitoring of HIV infection to indicate the appropriate stage to initiate active drug and immunotherapy treatment.

This service includes:

- Interim history and physical;
- CD 4(T4) testing (every three months);
- CBC with differential
- Evaluation of psycho-social needs.

If symptoms of HIV related illness are identified during the monitoring visit, treatment should be provided, as medically indicated, or the patient referred to an AIDS Center Hospital or other appropriate outpatient department.

The DOH will conduct utilization review of monitoring visits for asymptomatic HIV disease for patients who receive more than 4 of these visits per year.

(3) Infusion Therapy (Blood)

This category for the transfusion of blood can be utilized as ordered by the supervising physician.

(4) Clinic or PAC Rate Visits

The Program will cover all services, labs and procedures normally included in the Clinic/PAC Rate and defined in the Medicaid MMIS Provider Manual, except those specifically identified as Excluded Services by the Program. Includes all appropriate medical, surgical and dental care, such as:

- Primary Care
- OB/GYN
- Oncology
- Neurological
- Pediatric
- Ophthalmological
- Dermatology
- Specialty Medicine
- Dental & Oral Surgery
- Family Planning
- Psychiatric (limited by exclusions)
- Nutritional Services

(5) Other Services

- Directly Observed Therapy (DOT) for tuberculosis at facilities approved for the established DOH rates.
- Ambulatory Surgery reimbursed at the facilities PAS rate for all components of the event.

(6) Excluded Services:

- Emergency Room
- Inpatient Services
- Pharmacy (Selected medications covered under ADAP)
- Ancillary Services - Any service, lab or procedure not included in the above rate schedules.
- Rehabilitative Therapy (Vocations, Physical, Speech, etc.)
- HIV Counseling & Testing
- Substance Abuse & Alcoholism Services/Methadone Maintenance
- Case Management
- Psychiatric (Collateral Contact, Day Treatment, Continuing Treatment)