

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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INMATES OF NEW YORK STATE WITH HUMAN  
IMMUNE DEFICIENCY VIRUS, on behalf of themselves  
and all others similarly situated,

Plaintiffs,

90-CV-252

- against -

GLS/DEP

GEORGE E. PATAKI, Governor of the State of New York,  
LUCIEN LECLAIRE, JR., Acting Commissioner of the  
New York State Department of Correctional Services  
(NYSDOCS), LESTER WRIGHT, M.D., M.P.H., Deputy  
Commissioner and Chief Medical Officer (NYSDOCS),  
LUCIEN LECLAIRE, JR., Deputy Commissioner for  
Facility Operations, JOHN NUTTALL, Deputy Commissioner  
for Program Services (NYSDOCS), JOHN C. SHERIDAN,  
Assistant Commissioner (NYSDOCS), SHARON  
CARPINELLO, PH.D., Commissioner of the Office of Mental Health  
(OMH), and RICHARD MIRAGLIA, Associate Commissioner (OMH).

Defendants.

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**SETTLEMENT AGREEMENT**

**I. Introduction**

A. Plaintiffs in this class action comprise all HIV-positive persons who are now or will in the future be in the custody of the New York State Department of Correctional Services (NYSDOCS). They filed this action on March 6, 1990, seeking declaratory and injunctive relief for violations of their rights under the Eighth and Fourteenth Amendments to the United States Constitution. In their complaint, plaintiffs alleged that HIV-positive inmates in the custody of the NYSDOCS are receiving and have received constitutionally inadequate medical care.

B. Defendants in this case, all sued in their official capacities, are the Governor of the State of New York, the Commissioner of NYSDOCS, the Deputy Commissioner and Chief Medical Officer of NYSDOCS, the Deputy Commissioner of NYSDOCS for Facility Operations, the Deputy Commissioner of NYSDOCS for Program Services, the Assistant Commissioner Health Services of NYSDOCS, the Commissioner of the New York State Office of Mental Health (OMH), and the Associate Commissioner of the Bureau of Forensic Services of OMH.<sup>1</sup>

C. For purposes of this Settlement Agreement (hereinafter also referred to as Agreement and Settlement Agreement), the term "Parties" shall include the plaintiff class and the Commissioner of NYSDOCS, the Deputy Commissioner and Chief Medical Officer of NYSDOCS, the Deputy Commissioner of NYSDOCS for Facility Operations, and the Deputy Commissioner of NYSDOCS for Program Services, all of whom are referred to collectively as the "NYSDOCS ." Neither the Governor nor the Commissioner and Associate Commissioner of OMH are parties to this Agreement.

D. This Settlement Agreement is submitted and entered into as a settlement of all claims for declaratory and injunctive relief set forth in plaintiffs' Complaint.

E. On May 30, 1990, the Courts granted plaintiffs' unopposed motion for class certification.

F. The class representatives seek, on behalf of themselves and the Plaintiff Class, injunctive and declaratory relief against the defendants to remedy alleged deficiencies in the provision of medical care and treatment to members of the Class.

G. The defendants deny any and all allegations in the Complaint regarding deficiencies in the provision of medical care and treatment to members of the Class.

H. The plaintiffs and defendants mutually desire to settle all claims asserted in the Complaint.

I. Counsel for the Parties have been engaged in negotiating this Agreement for more than one year, and the resulting Agreement, subject to approval by the Court upon notice to members of the Plaintiff Class, will settle all the declaratory and injunctive claims in this action.

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<sup>1</sup> Since this case was filed in 1990, the title of the position Assistant Commissioner of the Bureau of Forensic Services of OMH has been changed to the Associate Commissioner of the Bureau of Forensic Services.

J. The terms of this Settlement Agreement shall remain in effect for a period of two (2) years from the date that the Agreement is signed by the parties and shall be binding on the parties, their successors, agents, employees and all persons acting in concert with them.

**II. IT IS AGREED BY AND BETWEEN THE PARTIES AND THEIR RESPECTIVE COUNSEL AS FOLLOWS:**

**1. Criteria for Referral of Class Members to HIV Specialists/HIV Experienced Physicians**

During the life of this Agreement, the Department of Correctional Services HIV Primary Care Practice Guideline shall include the following statements:

Primary Care health providers should refer HIV infected inmates to an HIV Specialist/ Experienced HIV Provider, as defined in Attachment A of the Guidelines, upon evidence of any of the following events:

1. Antiretroviral failure, including evidence of resistance;
2. Drug toxicity and/or side effects intolerable to the patient related to antiretroviral therapy.

In the absence of a primary care provider meeting the criteria of HIV Specialist/Experienced Provider as defined in Attachment A of these Guidelines, an established consultative relationship between a primary care provider and at least one HIV Specialist/Experienced HIV Provider is a viable alternative.

This Agreement does not prohibit defendants from updating and amending their HIV Primary Care Practice Guidelines to remain consistent with the recommendations issued by the Department of Health and Human Services Centers for Disease Control and Prevention, the New York State Department of Health AIDS Institute, and other nationally recognized recommendations on treatment of HIV disease, including the criteria for when an HIV infected inmate should be referred to an HIV Specialist/Experienced HIV Provider. At least ten days prior to implementation of any revision to the guidelines, NYSDOCS will provide plaintiffs' counsel with the text of any such revision. Plaintiffs' counsel may provide feedback to NYSDOCS counsel during this 10 day period, however, NYSDOCS is not obligated to incorporate those comments or respond.

## **2. HIV Specialist/Experienced HIV Provider**

The definition and qualifications of HIV Specialist/ Experienced HIV Provider for the purposes of this settlement agreement and for the application of the referral criteria contained in Paragraph II 1., above, shall be contained in an attachment to the Practice Guideline, as set forth in Appendix A, attached hereto. In the event any of the three entities whose criteria are incorporated into Appendix A changes its criteria, NYSDOCS may change Appendix A to be consistent with the new criteria without violating this Agreement. At least ten days prior to implementation of any revision to Appendix A, NYSDOCS will provide plaintiffs' counsel with the text of any such revision. Plaintiffs' counsel may provide feedback to NYSDOCS counsel during this 10 day period, however, NYSDOCS is not obligated to incorporate those comments or respond.

## **3. Continuous Quality Improvement**

NYSDOCS shall conduct on an ongoing basis, at least annually, at each correctional facility where class members are in custody, a continuous quality improvement program including assessment of the indicators described in Appendix B, hereto (HIV QUALITY OF CARE PROGRAM HIV CQI INDICATORS & MEASURES).

## **4. HIV-Related training**

NYSDOCS shall ensure that all health care providers (Clinical Physicians, Physicians Assistants, and Nurse Practitioners) who are NYSDOCS employees receive a minimum of four hours per year of medical education in HIV-related subjects.

## **5. Notification of Laboratory Results**

NYSDOCS agree to implement and maintain a system of patient notification of laboratory results. Under this system, a form will be sent to the inmate containing notification, as applicable, either (a) that laboratory results have been received, and no further action is required, or (b) the laboratory results have been received and the inmate should sign up for sick call or that he has been scheduled for an appointment with a provider to discuss the laboratory results. The notification of laboratory results will be documented in the patient's chart.

## **6. Medical Problem List**

NYSDOCS will implement, if not already implemented at the time of the execution of this Agreement, and will continue during the 2 year term of this Agreement, the use of the following HIV-related condition codes and descriptions in patients medical problem list and in any electronic version of such medical problem lists:

- 279- HIV LABTEST NEGATIVE
- 2794 HIV LABTEST POSITIVE
- 2795 HIV ON TREATMENT (NOT HAART)
- 2796 HIV ON HAART THERAPY
- 2797 HIV/AIDS
- 2799 HIV REFUSAL OF TREATMENT
- 3483 ENCEPHALOPATHY/DEMENTIA HIV RELATED
- 7994 WASTING SYNDROME HIV RELATED
- 9999 HIV PREVENTION TRAINING

## **7. Compliance Monitoring**

A. In the event that plaintiffs' counsel finds that NYSDOCS are not in substantial compliance with this Agreement, plaintiffs' counsel shall bring the facts supporting that belief to the attention of defendants' counsel and give NYSDOCS an opportunity to investigate and correct the alleged problem prior to counsel seeking court intervention concerning such alleged substantial non-compliance.

B. Plaintiffs' counsel may continue the practice, as undertaken throughout the course of this action, of communicating, in writing, directly with NYSDOCS health care providers in regard to complaints received by plaintiffs' counsel from class members concerning their medical condition and medical care. Also, in accordance with current practice, plaintiffs' counsel will provide a copy of any such communication to defendants' counsel. NYSDOCS shall provide a written, substantive response to any such complaint letter within 30 days of receipt of the complaint and a properly executed authorization from the inmate.

C. NYSDOCS agrees to provide to plaintiffs' counsel during the 2 year term of this Agreement the following records at the specified times or on the specified schedule:

1. HIV Primary Care Practice Guidelines: As provided in Section II. 1, above, the plaintiffs will be provided with a copy of any revisions of the HIV Primary Care Practice Guidelines at least 10 days prior to issuance. Any final revisions to the Guidelines will be provided within 30 days of issuance;

2. Records pertaining to credentialing or certification of NYSDOCS providers as HIV Specialists, to be provided semiannually;
3. Electronic training records of all NYSDOCS physicians, nurse practitioners, and physician's assistants, documenting the employee name, course title, instructor and/or location or institution if that information is included in the electronic training records, dates and number of hours of all HIV related educational sessions attended during the life of this Agreement, to be provided annually; and
4. All reports prepared pursuant to the HIV Continuous Quality Improvement Program, implemented as described in paragraph 3, above, to be provided semiannually.

#### **8. Notice**

NYSDOCS shall provide notice of the material terms of this Settlement Agreement by posting notices, with the content to be mutually agreed upon, describing the material terms of this Settlement Agreement, as well as contact information for class counsel.

#### **9. Meeting of Counsel**

For a period of two (2) years from the time this Agreement is signed by the parties, if plaintiffs' counsel believes that the NYSDOCS is not in "substantial compliance," with the terms of this Agreement, plaintiffs' counsel may request a meeting with counsel for defendants and NYSDOCS counsel at a mutually agreeable time and place to discuss and attempt to resolve the dispute(s). For the purpose of this Agreement "substantial compliance" means NYSDOCS' failures or omissions to meet the terms of this Agreement were not minimal or isolated but were substantially and sufficiently frequent and widespread so as to be systemic. Any such request for a meeting made by plaintiffs' counsel shall be in writing. The parties will use their best efforts to schedule and attend such meeting(s) within thirty (30) days of NYSDOCS' receipt of plaintiffs' written request for a meeting pursuant to this Paragraph. Nothing said by either party or counsel for either party during those meetings may be used by the opposing party in any subsequent litigation in this or any other lawsuit or for any purpose other than implementing the terms of this Agreement.

**10. Dismissal of Action**

Upon the signing of this Agreement, all plaintiffs and defendants will jointly move the Court for entry of an Order dismissing this action pursuant to Federal Rules of Civil Procedure 23(e) and 41 (a)(1) and will attach a copy of this Settlement Agreement to such motion. In the event the Governor and the Commissioner and Associate Commissioner of OMH do not join in the motion for an Order of Dismissal of this action, this Settlement Agreement shall be null and void.

**11. Term of Agreement**

The terms of this Settlement Agreement shall remain in effect for a period of two (2) years from the date that the Agreement is signed by the parties and shall be binding on the parties, their successors, agents, employees and all persons acting in concert with them. After the two (2) year term, the terms and conditions of this Agreement shall automatically cease to bind the parties, as well as their successors, agents, employees, assigns and those acting in concert with them; and all claims on behalf of the plaintiffs are discontinued and dismissed with prejudice.

**12. Private Settlement Agreement**

This Settlement Agreement is a “private settlement agreement” as that term is used in the Prison Litigation Reform Act (PLRA), 18 USCA 3626(c) and, as such, is a contract which shall be enforceable in a New York State court of competent jurisdiction. If any provision of this Settlement Agreement is declared invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect, unaffected and unimpaired.

**13. Resolution of all Claims**

This Settlement Agreement shall resolve all claims or potential claims for injunctive relief identified in the Complaint and that could arise from the allegations contained in the Complaint. This Agreement is not intended to restrict any defenses that may be available to defendants in any future claims, or the legal requirements, procedures, or standards to be employed in determining any such

future claims.

#### **14. Precedential Value**

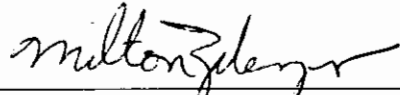
This Settlement Agreement may not be used for any purpose other than enforcement of the provisions of this Agreement and shall not in any way be construed as precedent for any other present or future litigation.

### **III. Attorneys' Fees and Reimbursement of Costs**

NYSDOCS will pay to plaintiffs' counsel \$49,948.00 as attorneys' fees and costs associated with preparation for and participation in settlement negotiations which shall be payable out of the fund established pursuant to Section 17 of the NYS Public Officer's Law. Payment of this amount is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under New York Public Officers Law, Section 17, subdivision 3(a). Should such approval be denied, the Stipulation of Dismissal and this Settlement Agreement shall become null and void. In the event payment of this sum is not made within one hundred and twenty (120) days after the receipt by defendants' counsel from plaintiffs' counsel of a copy of the Stipulation of Dismissal with annexed Settlement Agreement, fully executed and "So Ordered" as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. sec. 1961, beginning on the one hundred twenty-first day after said receipt by defendants' counsel of the fully executed "So Ordered" Stipulation of Dismissal and continuing until payment is made. Plaintiffs agree to waive any rights or claims to attorney's fees, court costs, or disbursements incurred during the two (2) year period this Settlement Agreement is in effect.




Dated: New York, New York  
December 21, 2006

  
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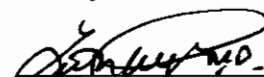
Dated: Albany, New York <sup>2007</sup>  
January 11, 2006

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Dated: Albany, New York  
20 December, 2006

NEW YORK STATE DEPARTMENT OF  
CORRECTIONAL SERVICES  
Building 2, Harriman State Office Campus  
1220 Washington Ave.  
Albany, New York 12226

  
LESTER WRIGHT, M.D., M.P.H.  
Deputy Commissioner/Chief Medical Officer

# Appendix A

## Appendix A

Attachment A to the 'HIV Primary Care Practice Guidelines':

### DEFINITION OF HIV SPECIALIST/EXPERIENCED HIV PROVIDER

The clinical care of people with HIV/AIDS has become increasingly complex in recent years due to improved understanding of the disease and the availability of new treatment options. Clinical care should involve the participation of clinicians with specialized expertise in the practice of HIV medicine in certain circumstances, as specified in the Clinical Practice Guidelines.

There is no one national or state standard for credentialing HIV providers, but several standards developed by different organizations. The NYS DOCS HIV Primary Care Guidelines Committee has decided to revise its HIV Specialist recognition process to permit DOCS physicians, physician assistants and nurse practitioners who wish to be recognized as an HIV Specialist/Experienced HIV Provider to do so in one of three ways:

1. **Credentialing using the criteria established by the New York State AIDS Institute**

A medical provider, including a physician, physician assistant, nurse practitioner or licensed midwife may be certified. The following criteria define an HIV Specialist:

- A. Direct clinical ambulatory care of HIV-infected persons, including management of antiretroviral therapy, **in at least 20 patients** during the past year

**AND**

- B. **Ten hours annually** of CME including information on the use of antiretroviral therapy in the ambulatory care setting.

Eligible health care providers meeting these criteria shall provide to the NYS DOCS Deputy Commissioner/Chief Medical Officer with appropriate documentation. The documentation should be mailed to:

NYS Department of Correctional Services  
ATTN: Deputy Commissioner/Chief Medical Officer  
Division of Health Services  
State Office Building Campus  
Albany, New York 12226

The Deputy Commissioner/Chief Medical Officer will keep a list of health care providers who have met these criteria. Providers must annually update this information.

**OR**

**2. Credentialing through the AAHIVM**

The full credentialing requirements for an AAHIVM HIV Specialist must be met every two years and are as follows:

- A. Maintain current and valid MD, DO, PA or NP state licensure;
- B. Provide direct, continuous, ongoing care for at least 20 HIV patients over the past two years;
- C. Complete at least 30 hours of HIV-related CME Category 1 credits over the past two years; and
- D. Successfully complete the AAHIVM HIV Medicine Credentialing Examination at the time of application.

Applications for the AAHIVM credentialing process may be obtained via their web site ([www.aahivm.org](http://www.aahivm.org)), or by calling 866-241-9601.

Practitioners credentialed through the AAHIVM shall provide a copy of the credential to the Deputy Commissioner/Chief Medical Officer at:

NYS Department of Correctional Services  
ATTN: Deputy Commissioner/Chief Medical Officer  
Division of Health Services  
State Office Building Campus  
Albany, New York 12226

The Deputy Commissioner/Chief Medical Officer will keep a list of health care providers who have met these criteria. Providers must update this information every two years.

**OR**

**3. Credentialing using the HIVMA's definition of HIV-experienced provider:**

The HIV Medicine Association does not certify HIV physicians and is in the process of working with the American Board of Internal Medicine and other specialty boards to create a certificate of added qualification (CAQ) in HIV Medicine. In the meantime, it encourages the use of its definition of an Experienced HIV Physician:

- A. In the immediately preceding 24 months has provided continuous and direct medical care to a minimum of 20 patients who are infected with HIV; and

- B. In the immediately preceding 24 months has successfully completed a minimum of 30 hours of Category I continuing medical education in the diagnosis and treatment of HIV-infected patients; or
- C. Recertification in the subspecialty of infectious diseases or initial board certification in infectious diseases in the preceding 12 months.

Eligible health care providers shall provide the NYS DOCS Deputy Commissioner/Chief Medical Officer with the appropriate documentation. The documentation should be mailed to:

NYS Department of Correctional Services  
ATTN: Deputy Commissioner/Chief Medical Officer  
Division of Health Services  
State Office Building Campus  
Albany, New York 12226

The Deputy Commissioner/Chief Medical Officer will keep a list of health care providers who have met these criteria. Providers must annually update this information.

**OR**

**4. Establishment of consultative relationship with at least one HIV Specialist/HIV Experienced Provider.**

In the absence of a primary care provider meeting any of the above criteria established by the AIDS Institute, the AAHIVM or HIVMA in a given community, an established consultative relationship between a primary care provider and at least one HIV expert is a viable alternative. Providers who have established a consultative relationship with at least one HIV Specialist/HIV Experienced Provider shall report that information to the NYS DOCS Deputy Commissioner/Chief Medical Officer. Information reported to the Deputy Commissioner shall include:

- 1. Name of provider
- 2. Facility provider number
- 3. Name of HIV Specialist/HIV Experienced Provider
- 4. Credentialing information of HIV expert (whether he/she is credentialed by the AIDS Institute, AAHIVM or HIVMA)

This information shall be updated annually and mailed to:

NYS Department of Correctional Services  
ATTN: Deputy Commissioner/Chief Medical Officer  
Division of Health Services  
State Office Building Campus  
Albany, New York 12226

# Appendix B

## APPENDIX B

### NEW YORK STATE DEPARTMENT OF CORRECTIONAL SERVICES HIV QUALITY OF CARE PROGRAM HIV CQI INDICATORS & MEASURES

The following quality care HIV Indicators include eligibility requirements for each indicator or outcome measure. They also include measurement tools by which we can ascertain if the expected outcomes have been achieved. They are the result of a combination of NYSDOCS' *HIV Primary Care Practice Guidelines* and the NYSDOH HIVQUAL Program.

**General Eligibility:** All patients who are known to be HIV positive. These patients may be either receiving ARV therapy, or received ARV in the past, or are eligible for ARV therapy based upon current New York State DOCS *HIV Primary Care Practice Guidelines*.

#### **I. HIV Confirmatory Testing**

Eligibility = All known HIV positive patients

Measure: Is there documentation of specific HIV positive testing or any measurable/detectable HIV viral load in the patient's medical record?

Answer: Yes, No

#### **II. Antiretroviral Therapy Management:**

##### **A. Antiretroviral (ARV) Therapy**

Eligibility = All known HIV positive patients **EXCEPT** those with CD4 cell counts of >350 cells/mm<sup>3</sup> and plasma HIV RNA <100,000 copies/ml.

Measure: Is the patient receiving ARV therapy at the current time?

Answer: Yes, No, Ref, NE

##### **B. Appropriate Management for patients *stable* on ARV therapy**

Eligibility = "**Stable**"= Viral load (VL) is undetectable (<50 copies); or has dropped by at least one log\* since last four (4) month review period as well as a CD4 that has not dropped 50% since the last four (4) month review period; or there is a note in the record by treating physician that patient is deemed *stable*.

\*Log (Logarithm) a mathematical tool used to measure changes in viral load (VL); e.g., a 1 log reduction of a viral load of 100,000 would show a 90% drop, or a VL of 10,000.

Measure: Is there documentation that the patient is on a continuing regimen of ARV therapy? Answer: Yes, No, Ref, NE

**NB:** If patient qualifies as "stable," indicate response on Form a, then skip to item III.

**C. Appropriate management for patients *unstable* on ARV therapy**

Eligibility = “Unstable”=VL has increased by more than one log and absolute value is over 1,000; or CD4 has dropped by 50% since the last four (4) month review period; or opportunistic infection (OI) in the last four (4) month review period (new or recurred); or patient deemed *unstable* by physician.

Measures: Have any of the following management options been documented in the medical record within the last four (4) month period?

**Answer: Yes, No, Ref**

Options:

1. If regimen was changed, a VL assay was done within 8 weeks.
2. Justification was provided not to change therapy.
3. If documented that patient decides not to take medication, a viral load assay is performed within four (4) months.
4. Provider decision was made to discontinue therapy.
5. Patient has been referred to an HIV Specialist and/or Infectious Disease Specialist.

**F. Appropriate follow-up management for *end-state* patients, or patients with no other therapeutic options**

Eligibility “End-Stage”= Patient meets *unstable* criteria as outlined above (Section C) and clinician documents that there are no other therapeutic options available for this patient.

Measure: There is evidence that the patient has been referred for evaluation by an HIV Specialist and/or Infectious Disease Specialist.

**Answer: Yes, No, Ref, NE**

**G. Treatment Compliance**

Eligibility = All patients regarded as *unstable* (as in Section C), current are ARV therapy.

Measure: Documentation in provider progress notes of patient compliance with current ARV therapy.

**Answer: Yes, No**

**VIII. CD4 Count Measurement:**

Eligibility = All known HIV positive patients.

Measure: Did the patient have a CD4 cellcount test performed within the last four (4) months?

**Answer: Yes, No, Ref**

**IX. Viral Load Measurement**

Eligibility = All known HIV positive patients

Measure: Did the patient have a viral load test performed within the last four (4) months?

**Answer: Yes, No, Ref**



#### **X. HIV Specialist Care**

Eligibility = Providers should refer HIV infected inmate to an HIV Specialist/Infectious Disease Specialist within one month of finding evidence of any of the following events, in addition to *end stage* (Section D):

1. Antiretroviral failure, including evidence of resistance.
2. Drug toxicity and/or side effects intolerable to the patient related to antiretroviral therapy.

Measure: Were such patients referred to an HIV Specialist within one month to recognition of #1 or #2 above? The HIV Specialist is defined in Attachment A of the *HIV Primary Care Practice Guidelines*.

Answer: Yes, No, Ref, NE

#### **III. Lipid Screening**

Eligibility = Patients receiving antiretroviral therapy

Measure: Did the patient have a lipid screen (cholesterol and triglyceride) measurement performed during the past year?

Answer: Yes, No, Ref, NE

#### **IV. Quantiferon M. tuberculosis Screening**

Eligibility = HIV positive with CD4 <300 cells/mm<sup>3</sup> and a NEGATIVE PPD test.

Measure: Evidence of yearly Quantiferon testing while CD4 is <300.

Answer: Yes, No, Ref, NE

#### **V. Pelvic Exam with Pap Smear**

Eligibility = All HIV positive female patients 18 years or older.

Measure: Did the patient have a documented pelvic exam with Pap smear within the past six (6) months?

Answer: Yes, No, Ref, NE

#### **VI. Syphilis Screening**

Eligibility = All HIV positive patients

Measure: Did the patient have a documented syphilis test within the past year?

Answer: Yes, No, Ref

#### **VII. *Pneumocystis carinii* Pneumonia (PCP) Prophylaxis**

Eligibility = Patients with current CD4 counts <200 cells/mm<sup>3</sup> (patients whose counts are >200 for fewer than 6 months are also eligible for review).

Measure: Was PCP prophylaxis offered?

Answer: Yes, No, NE

#### **VIII. MAC Prophylaxis**

Eligibility = Patients with current CD4 counts <50 cells/mm<sup>3</sup>.

Measure: Was MAC prophylaxis offered?

Answer: Yes, No, NE

**IX. Pneumovax Vaccine (or Booster if indicated)**

Eligibility = Known HIV positive patients

Measure: Did the patient receive a Pneumovax vaccine (or booster indicated) within the past five (5) years?

**Answer: Yes, No, Ref**

**X. Hepatitis C Screening:**

Eligibility = All patients who are HIV positive.

Measure: Did the patient have a documented hepatitis C screening done?

**Answer: Yes, No, Ref**

**XI. Hepatitis A Screening and Vaccination:**

Eligibility = All patients who are HIV positive.

Measure: A. Was hepatitis A screening done?

**Answer: Yes, No, Ref**

B. If seronegative, is the vaccine series in progress?

**Answer: Yes, No, Ref, N/A**

C. If, seronegative, was the vaccine series completed?

**Answer: Yes, No, Ref, N/A**