

Sample Agreement for the Delivery of Medicare Community Health Integration (CHI) and Principal Illness Navigation (PIN) Services Incident to Provider Services by a Third Party

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About this Resource

The Contracting Workgroup of the Partnership to Align Social Care developed this resource as an example of how Medicare providers and community-based organizations or community care hubs¹ may structure an agreement to provide Community Health Integration services and Principal Illness Navigation services to Medicare beneficiaries. Notably, there are related services that the parties may wish to partner in the delivery of (e.g., Chronic Care Management). The parties may wish to partner to furnish the same or similar services across other lines of business (e.g., Medicare Advantage, Medicaid, commercial insurance). While this resource focuses on structuring an arrangement based on Medicare Part B rules for Community Health Integration and Principal Illness Navigation services, the contract can be edited to include other services, either by expanding the scope in the primary document or by creating additional scopes of work as an appendix that can be built upon this base.

Contracting relationships are unique, owing to many factors including the state(s) within which the parties operate. This resource is not and cannot be relied upon as legal advice. The drafters do not guarantee that sample language included is appropriate for a particular arrangement or that this resource captures the distinct laws and regulations, business risks, or obligations that may be relevant to specific parties. It is expected that agencies will adapt (or engage qualified legal counsel to adapt) the sample agreement as necessary.

¹A Community Care Hub (CCH) is “a community-centered entity that organizes and supports a network of community-based organizations providing services to address health-related social needs. A CCH centralizes administrative functions and operational infrastructure, including, but not limited to, contracting with healthcare organizations, payment operations, management of referrals, service delivery fidelity and compliance, technology, information security, data collection, and reporting.” Community Care Hubs: Making Social Care Happen, Partnership to Align Social Care, available at <https://www.partnership2asc.org/wp-content/uploads/2022/12/CCH-Primer-Final.pdf>.

This agreement (the “Agreement”), dated [REDACTED], is effective between [REDACTED] (“Provider”) and [REDACTED] (“CBO/CCH”) (collectively, the “Parties”).

Recitals

Note to Users: Recitals provide background information that help set the intent of a contract. This section should be revised to reflect the goals of the parties and the intended scope of work. For example, if a contracting party is a CCH that does not employ community health workers directly but contracts with member CBOs that employ community health workers, the relevant statements below would change.

WHEREAS, Provider offers healthcare services to patients and is also enrolled as a provider of Medicare Part B services;

WHEREAS, Provider has credentialed staff of physicians, nurse practitioners/physician assistants, nurses and other licensed staff to provide medically necessary healthcare services to eligible beneficiaries and bill Medicare for such services;

WHEREAS, Provider has a certified electronic health record and other technology tools to deliver care management to persons with chronic medical conditions;

WHEREAS, CBO/CCH provides person-centered care navigation and assistance to address health related social needs, case management, evidence-based programs, information and other functions to address the health needs of community residents ;

WHEREAS, CBO/CCH employs community health workers, social workers, peer support workers, and other staff to support older adults and persons with disabilities to address their health-related social needs; [if its a CCH, CCH coordinates a network of subcontracted community-based organizations who employ community health workers, social workers, peer support workers, and other staff to support older adults and persons with disabilities to address their health-related social needs]

WHEREAS, Provider desires to engage CBO/CCH on the terms and conditions set forth in this Agreement to furnish medically necessary and reasonable community health integration services (“CHI Services”), principal illness navigation services (PIN Services), and principal illness navigation – peer support services (PIN-PS Services) as defined by Medicare (collectively “CHI/PIN Services”) to be provided to certain eligible individuals (each a “Beneficiary” and collectively “Beneficiaries”), and CBO/CCH desires to provide such CHI/PIN Services in coordination with Provider;

Now therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties hereby agree as follows:

1. PROVIDER ROLES AND RESPONSIBILITIES

- 1.1. In accordance with all applicable conditions set forth in Medicare regulation and guidance governing CHI/PIN Services, Provider will: (a) identify eligible patients within their practice; (b) review patient’s insurance coverage and verify eligibility for CHI/PIN Services; (c) conduct a

qualifying initiating office visit, which may

include a health-related social needs screening; (d) document the existence of a qualifying medical condition and health-related social needs that impact the ability to treat the patient's health; and (e) obtain and document in the medical record patient's verbal or written consent to receive CHI/PIN Services.

Note to Users: In this resource, CBO/CCH's engagement with a patient begins upon receipt of a referral. Arrangements may involve CBO/CCH in earlier stages (e.g., in helping to identify eligible patients, helping to educate patients about CHI/PIN Services and their availability). Parties should discuss a process for identifying eligible patients and prioritizing those who are well suited to be served by the CBO/CCH. See [Resource Guide: A Health Plan's Guide to Developing CBO Contract Scopes of Work \(partnership2asc.org\)](#). Certain activities, however, such as the initiating office visit, must be conducted by the Medicare Part B provider.

- 1.2. Upon completion of the steps set forth above in 1.1., Provider will refer Beneficiaries to CBO/CCH. A referral means [REDACTED].

Note to Users: Parties should describe their process for referrals, including what system they are using to share information and the information that should be provided as part of a referral. For example, at the initiating visit, the provider is expected to "establish the treatment plan" and "specify how addressing the unmet SDOH needs would help accomplish that plan." What elements will be shared with CBO/CCH?

- 1.3. Provider will provide general supervision of CHI/PIN Services in accordance with **Section 3**. Provider retains professional responsibility for all CHI/PIN Services.
- 1.4. Provider will prepare and submit all documentation required to bill Medicare for time spent rendering CHI/PIN Services. Provider will use best efforts to collect all Service Revenue (as defined below) not reimbursable by Medicare from Medigap insurer and/or Beneficiaries.
- 1.5. Provider will pay CBO/CCH for CHI/PIN Services that CBO/CCH provides (either directly or through its subcontractors) to Beneficiaries in accordance with **Section 4**.

2. CBO/CCH ROLES AND RESPONSIBILITIES

- 2.1. CBO/CCH will provide staff that will operate as auxiliary personnel to the Provider.
- 2.2. Upon receipt of a referral from Provider, CBO/CCH will initiate contact with a Beneficiary to commence CHI/PIN Services.

Note to Users: Parties may want to add an amount of time within which contact must be initiated (e.g., 48 hours) or a timeliness standard (e.g., "immediately," "without undue delay," or "within a reasonable period of time"). Other sections of this agreement may similarly benefit from this type of clarity, including Section 2.3, Section 4.6, Section 6, and Section 8.2.

- 2.3. Unless directed otherwise by Provider, CBO/CCH will, with each Beneficiary, conduct a person-centered assessment to (a) better understand the individualized context of the intersection between social determinant of health needs and the problem(s) addressed in the initiating visit,

(b) understand the Beneficiary’s strengths, needs, goals, preferences and desired outcomes, (c) facilitate patient-driven goal-setting and establishing an action plan, and (d) provide tailored support to the Beneficiary as needed to accomplish Provider’s treatment plan. CBO/CCH will use this assessment to develop an initial care plan for CHI/PIN Services.

Note to Users: Parties may wish to specify key target areas for inclusion in a person-centered treatment plan. This can be achieved by adding a clause above that states: “A person-centered plan will address the following areas as appropriate: [redacted].”

- 2.4. Unless directed otherwise by Provider, CBO/CCH will then provide additional medically reasonable and necessary CHI/PIN Services to Beneficiaries, based on the plan and at all times cooperating with the supervision requirements set forth in **Section 3**.
- 2.5. CBO/CCH will document CHI/PIN Services furnished. Documentation of CHI/PIN Services means [redacted].

Note to Users: Parties should describe documentation expectations, including what system they are using to document services and the information that should be provided (e.g., patient name, date, time spent furnishing services, and activities completed). Note that the minimum monthly duration of CHI/PIN is 60 minutes (i.e., if less than 60 minutes of CHI/PIN services are provided in a month, no service may be billed).

Documentation may involve Provider making available certain health information technology tools to CBO/CCH, granting CBO/CCH staff access to its information technology systems, etc. As the parties explore this aspect of their arrangement, it may be helpful to have, as a goal, integrated workflows that minimize the use of multiple systems and require multiple instances of documentation for the same information.

- 2.6. CBO/CCH will ensure that all workforce who provide CHI/PIN Services are licensed or certified in accordance with applicable State law or, in the absence of such applicable State law, are trained to provide all included service elements and in the competencies set forth by Medicare for CHI/PIN Services. CBO/CCH will ensure that all workforce who provide CHI/PIN Services are otherwise authorized to perform them under applicable State laws and regulations.
- 2.7. CBO/CCH acknowledges that it is a Business Associate of Provider under federal privacy regulations and that it will execute the Business Associate Agreement provided in **Exhibit B**.

Note to Users: Many health care providers have a preferred form of Business Associate Agreement; we have not included a template agreement as part of this resource. Before signing a Business Associate Agreement, CBO/CCH parties should be aware of the obligations they are agreeing to and their responsibilities under HIPAA. Additional resources on this topic include:

* [Introduction to HIPAA for CHWs](http://www.nephtc.org), New England Public Health Training Center, 2021, available at www.nephtc.org

* [Network Contracting to Address Health-Related Social Needs: Considerations for HIPAA Compliance](http://www.healthlawlab.org), Center for Health Law and Policy Innovation of Harvard Law School, 2023, available at www.healthlawlab.org

3. SUPERVISION

3.1. Provider is responsible for general supervision of CHI/PIN Services. General supervision means that CHI/PIN Services are furnished under Provider's overall direction and control, but Provider's presence is not required. Provider's obligation of general supervision is satisfied by the following:

- 3.1.1. Provider determines the patient's treatment plan and how CHI/PIN Services support the plan.
- 3.1.2. Provider reviews and approves the person-centered assessment and related plan for CHI/PIN Services developed by CBO/CCH
- 3.1.3. Provider provides monitoring and oversight through review of documentation detailing CHI/PIN Services furnished
- 3.1.4. Provider raises any concerns regarding the quality, nature, or reasonableness of CHI/PIN Services to CBO/CCH and ensures satisfactory resolution thereof
- 3.1.5. Provider determines when CHI/PIN Services are no longer medically reasonable and necessary

Note to Users: CMS does not specify actions that satisfy its general supervision requirement. The actions identified here are suggestions of ones that may demonstrate compliance. A medical practice may also have an existing policy on general supervision that it wants to apply or adapt.

4. SERVICE VOLUME, PAYMENT OF SERVICE FEES; ALLOCATION OF COSTS, REVENUES AND FEES

4.1. Provider shall make best efforts to enroll eligible patients in CHI/PIN Services, and to maintain patients as active recipients of CHI/PIN Services to the extent such services are medically reasonable and necessary.

Note to Users: The volume of referrals may significantly impact CBO/CCH operations. The parties may want to negotiate target numbers.

- 4.2. Services billable to Medicare will be billed through Provider as the rendering healthcare provider, and Provider shall initially receive all revenues from billed services ("Services Revenue").
- 4.3. Provider will retain all Services Revenues derived from primary care services, including the initiating visit, furnished by Provider and its clinical providers.
- 4.4. Each Party will carry costs of their employees, contractors and other resources. Provider will incur all costs of physicians, nurse practitioners, physician assistants, other clinical providers, and associated costs for the clinical providers to deliver services to the enrolled population.
- 4.5. Services Revenues derived from CHI/PIN Services that are provided by CBO/CCH ("CBO/CCH Service Fees") shall be allocated as shown in the attached **Appendix A** ("Fee Schedule"). The Parties may modify the Fee Schedule by mutual agreement, as an addendum to this agreement. Medicare Fee Schedule changes each calendar year or more frequently as

determined by the Centers for Medicare & Medicaid Services. Fee Schedule rates will be updated when CMS modifies any applicable rates. The CMS Provider Fee schedule rate, and any changes to the rate schedule, will be shared with all Parties to this agreement.

Note to Users: The parties will need to determine how much of the CHI/PIN fee is paid to the CBO/CCH and include that in the Appendix. Note that for Medicare Part B, the total CHI/PIN fee is dictated by CMS, but for other payers, it may be negotiated.

4.6. At the end of each calendar month, the Parties will prepare a report that identifies all CBO/CCH Service Fees for the immediately preceding calendar month. Provider will pay all CBO/CCH Services Fee to CBO/CCH as follows: [REDACTED].

Note to Users: The parties should add a detailed description of reimbursement and the reimbursement schedule here. The description should include timing of payment to CBO/CCH and who bears the risk if services are delivered but reimbursement has not yet been received or is ultimately denied. For example:

4.6.1 By the last business day of each calendar month, Provider will pay to CBO/CCH an amount equal to eighty percent (80%) of the CBO/CCH Service Fees for the immediately preceding calendar month (“Fixed Fees”). The parties acknowledge and agree that all Fixed Fees are guaranteed and due and payable from Provider whether or not Provider is reimbursed for such amounts.

4.6.2 With respect to the remaining twenty percent (20%) of the CBO/CCH Services Fees for each month, Provider will pay such amounts to CBO/CCH subject to reimbursement from Medicare or payment by the Beneficiary (“Reimbursement”), within thirty (30) days, or sooner, of Reimbursement. Notwithstanding the foregoing or anything in this Agreement to the contrary, if Provider does not receive Reimbursement due to any act or omission by Provider, including, but not limited to, billing errors of any kind, Provider will pay the remaining twenty percent (20%) balance for the services in question within 120 days of the date on which the services were reported pursuant to Section 4.6..

5. COLLABORATION AND RELATIONSHIP MANAGEMENT

5.1. CBO/CCH and Provider shall take all reasonable steps to implement this Agreement, address operational barriers, and continuously improve the quality and coordination of services throughout the period of this Agreement.

Note to Users: Establishing a new service delivered through a contracted partnership often requires iterative development. This section is designed to establish a practice of collaborative planning, reflection and improvement between the parties. For more ideas on operationalizing a partnership between healthcare organizations and CBOs, see [Resource Guide: Operationalizing Contracts \(partnership2asc.org\)](https://partnership2asc.org).

5.2. CBO/CCH and Provider shall each designate a primary point of contact. Each party may change its primary point of contact and shall notify the other party of such change within 48 hours.

5.2.1. CBO/CCH's point of contact: [REDACTED]

5.2.2. Provider's point of contact: [REDACTED]

5.3. The Parties' points of contact shall meet at least monthly to review data, identify and address operational challenges, and collaborate to implement this Agreement. Other employees of the Parties shall be included in such meetings as necessary.

6. RECORDS AND AUDIT RIGHTS

6.1. CBO/CCH will cooperate with Provider in the event of audits conducted by CMS or other government agencies and their contractors that pertain to services provided by CBO/CCH. Notwithstanding the foregoing, any refund of fees that may arise out of audits will be the sole liability of Provider.

6.2. Provider will keep accurate and complete patient data and records for each Beneficiary and accounting/billing records for all services provided by Provider and CBO/CCH to each Beneficiary (collectively, "Records") in accordance with 42 C.F.R. § 424.516(f).

6.3. CBO/CCH may audit all Records. If CBO/CCH audits records, the expense of said audit will be solely borne by CBO/CCH. However, Provider will provide assistance, as necessary to CBO/CCH, in order to conduct the audit.

7. REPRESENTATIONS AND WARRANTIES

7.1. CBO/CCH warrants that: (a) it is a nonprofit corporation, duly organized, validly existing and in good standing under the laws of the State of [REDACTED]; (b) that it possesses all licenses, permits and authorizations required for the conduct of that portion of its business relevant to the subject matter of this Agreement; (c) that it is duly qualified to conduct business in all the jurisdictions in which the nature of its business requires such qualifications; and (d) that it is not in default of any obligation owed to a third party the continuation of which would have a material adverse impact upon its ability to perform its obligations under this Agreement.

7.2. Provider warrants that: (a) it is a corporation, duly incorporated, validly existing and in good standing business, under the laws of [REDACTED]; (b) that it possesses all licenses, permits and authorizations required for the conduct of that portion of its business relevant to the subject matter of this Agreement; (c) that it is duly qualified to conduct business in all the jurisdictions in which the nature of its business requires such qualifications; and (d) that it is not in default of any obligation owed to a third party the continuation of which would have a material adverse impact upon its ability to perform its obligations under this Agreement.

7.3. Neither CBO/CCH nor Provider requires the consent of any third party in order to enter into this Agreement or to perform their respective obligations under this Agreement.

7.4. Neither Party, nor any officer, director or managing employee of either Party, is a Sanctioned Person (as defined below), and the Parties further covenant and agree that a Party shall notify (the "Notifying Party") the other Party (the "Notified Party") immediately in the event that any

officer, director or managing employee of the Notifying Party, becomes a Sanctioned Person, which change in status may, at the option of the Notified party, be deemed to be sufficient cause to justify the Notified Party to terminate this Agreement, in accordance with terms of this Agreement. For purposes hereof, “Sanctioned Person” shall mean a person or entity that:

7.4.1. Is currently under indictment or prosecution for, or has been convicted of (a) any offense related to the delivery of an item or service under the Medicare or Medicaid programs or any state health care programs, (b) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (c) fraud, theft, embezzlement, or other financial misconduct in connection with the delivery of a health care item or service, (d) obstructing an investigation of any crime referred to in (a) through (c) above, or (e) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance;

7.4.2. Has been required to pay any civil monetary penalty under 42 U.S.C. § 1128A regarding false, fraudulent, or impermissible claims under, or payments to induce a reduction or limitation of health care services to beneficiaries of, any state or federal health care program, or is currently the subject of any investigation or proceeding which may result in such payment; or

7.4.3. Has been excluded from participation in Medicare, Medicaid, or any state health care program.

7.5. Provider warrants that its status or certification as a Medicare provider is current, in effect and valid.

7.6. Provider warrants there are no disciplinary actions proceeding, threatened or pending against Provider by any State or Federal agency, and Provider has received no notice of any such action.

7.7. Provider warrants that the transactions, relationships and arrangements contemplated in this Agreement, including, but not limited to, the provision of services by CBO/CCH to Beneficiaries (either directly or through its subcontractors) and payment of CBO/CCH Services Fees, comply in all respects with all applicable laws, ordinances, orders, rules and regulations of federal, state, municipal or other agencies or bodies (collectively, “Applicable Laws”).

8. TERM AND TERMINATION

8.1. The initial term of this Agreement shall be for [REDACTED]. Thereafter, [REDACTED].

8.2. This Agreement may be terminated by [REDACTED].

Note to Users: The parties should add both grounds for termination and related processes here. For example, the parties may want the ability to terminate the agreement (a) immediately, by mutual agreement, (b) immediately, following an action that jeopardizes the health or safety of any person, (c) with some amount of notice, (d) with some amount of notice, following a material breach of the agreement. The parties may also want to encourage dispute resolution before moving to termination of the contract in some instances. Sample language for a dispute resolution process includes: “The Parties agree to meet and confer in good faith to resolve any disputes arising under this Agreement through informal discussions between the Parties. If the Parties are unable to resolve the dispute through such discussions, the Parties agree to try in good faith to settle the dispute by mediation before resorting to termination.”

9. MISCELLANEOUS

Note to Users: This section includes various standard contract provisions for consideration. We have not addressed every potential clause that the parties may want to include.

- 9.1. **Governing Law.** This Agreement is governed by [REDACTED] law.
- 9.2. **Relationship between the Parties.** The relationship between the Parties established by this Agreement is solely that of independent contractors. Neither Party will be considered the legal representative or agent of the other, nor authorized or empowered to assume any obligation of any kind, implied or expressed, on behalf of the other, except with the express prior written consent of the other Party. Each Party will be solely responsible for all taxes, if any, incurred by that Party in furtherance of this Agreement.
- 9.3. **Indemnification.** Each Party will indemnify, defend and hold the other Party harmless from all liabilities, costs, and expenses (including, without limitation, attorneys fees) that the other Party may suffer, sustain, or become subject to as a result of: (a) any gross negligence or willful misconduct in the indemnifying Party’s performance of its obligations under this Agreement; (b) the failure of the indemnifying Party to observe and comply with any state or federal law or regulation applicable under this Agreement; and (c) the material breach by the indemnifying Party of any of the terms of this Agreement.
- 9.4. **Insurance.** The Parties agree to retain the following forms of insurance for the duration of the Agreement: [REDACTED].

Note to Users: Resources for CBOs and CCHs on insurance coverage options include:

* [Guide to Insurance in Contracting](http://www.aginganddisabilitybusinessinstitute.org), Aging and Disability Business Institute, 2021, available at www.aginganddisabilitybusinessinstitute.org

- 9.5. **Confidentiality.** Each Party acknowledges that during the course of the Parties’ relationship they may be given access to or may become acquainted with confidential or proprietary information of the other party. In recognition of the foregoing, and subject to and in addition to any other requirements of confidentiality under applicable law, the Parties agree not to disclose or use any such confidential or proprietary information unless (a) in connection with performance of this agreement or (b) authorized in writing by the other party.

- 9.6. **No Exclusivity.** Neither this Agreement, nor the provision of services by either of the Parties under this Agreement, will in any way limit the ability of the Parties to enter into similar agreements or provide similar services to or with other parties.
- 9.7. **Notices:** Any notice required or permitted to be given under this Agreement will be in writing and sent as follows:
If to Provider: [REDACTED]
If to CBO/CCH: [REDACTED]
- 9.8. **Entire Agreement.** This Agreement is the entire agreement between the Parties as to its subject matter. This Agreement may be amended only by a writing executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of [REDACTED] (the “Effective Date”).

Provider
[Signature]
[Name]
[Date]

CBO/CCH
[Signature]
[Name]
[Date]

**APPENDIX A
Fee Schedule**

CBO/CCH NETWORK FEE SCHEDULE		
Community Health Integration Services	CBO/CCH Fee Schedule Rate	National Rate Reference
Community health integration services performed by certified or trained auxiliary personnel, 60 minutes per calendar month [HCPCS G0019]	XX% of the Medicare Fee Schedule Collection	\$ _____
CHI services, each additional 30 minutes per calendar month [HCPCS G0022]	XX% of the Medicare Fee Schedule Collection	\$ _____
Principal Illness Navigation Services	CBO/CCH Fee Schedule Rate	National Rate Reference
Principal illness navigation services performed by certified or trained auxiliary personnel, 60 minutes per calendar month [HCPCS G0023]	XX% of the Medicare Fee Schedule Collection	\$ _____
PIN services, each additional 30 minutes per calendar month [HCPCS G0024]	XX% of the Medicare Fee Schedule Collection	\$ _____
Principal illness navigation - peer support services by certified or trained auxiliary personnel under the direction of a physician or other practitioner, including a certified peer specialist; 60 minutes per calendar month [HCPCS G0140]	XX% of the Medicare Fee Schedule Collection	\$ _____
Principal illness navigation - peer support, each additional 30 minutes per calendar month [HCPCS G0146]	XX% of the Medicare Fee Schedule Collection	\$ _____
*Please note that the rates listed are the National Rates. There will be some variation in the actual Medicare payment rate, depending on the market. The National Rate listed is provided as a reference as the actual fee schedule rate will vary depending on the market. The specific reference rate will be provided to each individual market on an		

annual basis or more frequently if the Centers for Medicare & Medicaid Services change the rates more frequently than once per calendar year. **Fixed fees noted above are subject to increase upon any increase in the National Rates.

**APPENDIX B
BUSINESS ASSOCIATE AGREEMENT**

TEMPLATE