



## **Sample Agreement: Community Health Integrated Services (CHIS)**

The following sample agreement is for Mobile Integrated Health organizations (MIHO) wishing to provide Centers for Medicare and Medicaid (CMS)-approved CHIS to Medicare patients under the oversight of CMS-approved clinicians.

The language contained is based on CMS guidelines as of January 1, 2025. It is suggestive of necessary elements that should be included in agreements based on these guidelines.

The language contained should not be considered legal advice. Please adapt it for the specifics of your MIHO and community situation. Also, have it reviewed by legal counsel before implementing.

“Covered Entity” for the purposes of this agreement refer to the U.S. Department of Health and Human Services (HHS) defined term of Covered Entity as it pertains to Business Associate Agreements under HIPAA regulations. Specifically, in this case, Covered Entities are Physician Practices, Independent Nurse Practitioner Organizations, Rural Health Clinics, Federally Qualified Health Clinics, and other Provider Organizations that participate in the care of and filing for services of Medicare eligible patients.

## **Community Health Integrated Services Agreement Sample**

The Terms and Conditions of the Community Health Integrated Services Agreement ("Agreement") is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, hereinafter referred to as "Covered Entity," and \_\_\_\_\_, hereinafter referred to as "Mobile Integrated Health Organization (MIHO). Covered Entity and MIHO are sometimes referred to in this Contract as a "Party" and together are sometimes referred to in this Contract as the "Parties."

### **RECITALS:**

WHEREAS Sections 261 through 264 of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191, known as the Administrative Simplification provisions, direct the United States Department of Health and Human Services (HHS) to develop standards to protect the security, confidentiality, and integrity of health information; and

WHEREAS pursuant to the Administrative Simplification provisions, the Secretary of HHS has issued regulations modifying 45 CFR Parts 160 and 164, called the "HIPAA Security and Privacy Rule"; and

WHEREAS Parties wish to enter or have entered into an arrangement whereby MIHO will provide certain services to Covered Entity, and, pursuant to such arrangement, MIHO is considered a Business Associate as defined in the HIPAA Security and Privacy Rule; and

WHEREAS Business Associate may have access to Protected Health Information (PHI) fulfilling the terms and conditions in Agreement; and

WHEREAS the provisions of Agreement are intended to establish the minimum requirements regarding Business Associates use and disclosure of PHI.

WHEREAS Parties to this Agreement do not intend to create rights for third parties except as expressly stated herein or the HIPAA Security and Privacy Rule.

### **I. DEFINITIONS**

Capitalized terms in Agreement that already have definitions set forth in the HIPAA Security and Privacy Rule are defined as in the HIPAA Security and Privacy Rule. These terms are Business Associate, Covered Entity, PHI (PHI), Electronic PHI (ePHI), and Electronic Media.

Additional definitions in Agreement are:

Community Health Integrated Services (CHIS) are services covered by Medicare Part B (Medical Insurance) that address patients' health needs and help providers identify or

treat your medical conditions. Examples of CHIS include an assessment to better understand your life story, care coordination, health education, patient self-advocacy training, health system navigation, social and emotional support.

Social Determinants of Health (SDOH) are nonmedical factors that influence health outcomes. SDOH are the conditions in the environments where people are born, live, learn, work, play, worship, and age.

## **II. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

As a Business Associate under the HIPAA Security and Privacy Rule, MIHO agrees:

- i. to use or disclose any PHI for the proper management and administration of services in Appendix A.
- ii. to disclose PHI when required by law.
- iii. to only use PHI for purposes relevant to CHIS as allowed by law. For example, MIHO may aggregate data by combining PHI of MIHO with the PHI received by another organization participating in providing CHIS for a patient to permit data analyses that relate to healthcare operations.
- iv. to implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in Agreement. MIHO will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any PHI or ePHI that it creates, receives, maintains, or transmits as required by the HIPAA Security and Privacy Rule.
- v. to take reasonable steps to ensure that actions or omissions do not cause a breach of Agreement.
- vi. to implement reasonable and appropriate safeguards to protect any PHI.
- vii. to report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of Agreement of which it becomes aware. MIHO shall report to Covered Entity of the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- viii. to make available all records, books, agreements, policies, and procedures related to the use or disclosure of PHI to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule.

Covered Entity under the HIPAA Security and Privacy Rule, agrees:

- i. to obtain any patient consent or authorization that may be required by the Privacy Rule or applicable state law prior to furnishing MIHO any PHI pertaining to an individual.
- ii. to only use PHI as allowed by law.
- iii. to not furnish MIHO with PHI that violates any restrictions on use or disclosure as provided for in 45 C.F.R. §164.522.
- iv. to notify MIHO, in writing, of any PHI in MIHO's possession that Covered Entity seeks to make available to a patient pursuant to 45 C.F.R. §164.524

- and agree with MIHO as to the time, manner, and form in which MIHO shall provide such access.
- v. to take reasonable steps to ensure that actions or omissions do not cause a breach of Agreement.
  - vi. to implement reasonable and appropriate safeguards to protect any PHI.
  - vii. to report to MIHO any use or disclosure of PHI which is not in compliance with the terms of Agreement of which it becomes aware.
  - viii. to notify MIHO, in writing, of any amendment(s) to the PHI in the possession of MIHO that Covered Entity believes are necessary because of its belief that the PHI that is the subject of the amendment(s) has been or could be relied upon by MIHO or others to the detriment of the individual who is the subject of the PHI.

### **III. TERMINATION**

Either Party shall have the right to terminate Agreement for any reason in writing with sixty (60) days' notice.

In the event of an alleged breach of Agreement, either Party may choose to provide the other with a written notice of the alleged breach. The other Party has thirty (30) days after receiving the written notice to cure the issue. If mutually agreeable terms cannot be achieved by 30 days, then the agreement may be terminated upon completion of the 30 days. Agreement shall terminate immediately if either Party is dissolved or liquidated or if Covered Entity can no longer bill for Medicare Services.

At termination of Agreement, MIHO is to return or destroy all PHI received from or created or received by MIHO on behalf of Covered Entity. If return or destruction is not feasible, MIHO will extend the protections of Agreement to the PHI and limit further uses and disclosures.

### **IV. BILLED SERVICES AGREEMENT**

- i. Covered Entity will be responsible for assessing SDOH risks and identifying those elements of SDOH that is currently impacting the patient's health outcomes.
- ii. Covered Entity will be responsible for obtaining consent for CHIS from the identified "at risk patient" and formally requesting CHIS to be conducted by MIHO as "incident to" services under the General Supervision regulations set forth by CMS guidelines.
- iii. Covered Entity will oversee by review and reassessment as clinically indicated, the care and progress of CHIS provided to the enrolled patient.
- iv. Covered Entity will bill for CHIS rendered by MIHO "incident to" the Covered Entity within 10 business days upon receipt of documentation of such services from MIHO on a monthly basis.
- v. Covered Entity agrees to reimburse MIHO 70% of received payments for CHIS rendered by MIHO on behalf of Covered Entity.

- vi. Reimbursements will be paid monthly beginning within 60 days of the initiation of this agreement and the start of any services rendered by MIHO on behalf of Covered Entity.
- vii. MIHO agrees to provide Covered Entity with written documentation of the initial SDOH assessment and initial 60 minutes of documented CHIS related to SDOH Risks identified by Covered Entity, any applicable additional 30 minutes of necessary CHIS each month deemed necessary by the care plan and achievement of goals.
- viii. Documentation will follow identified SDOH risks, treatment goals to overcome SDOH risks, and progress toward achieving those goals.
- ix. MIHO agrees to make initial contact with identified "at risk" patient within 72 hours and provide documentation of monthly CHIS within thirty-one (31) days of initiating CHIS.
- x. Covered Entity and MIHO agree to establish monthly payment schedule for reimbursement from Covered Entity to MIHO accounting for all services rendered by MIHO on behalf of Covered Entity in the preceding 30 days. Specifically, payment will be sent from the Covered Entity to MIHO on the 15th of each month, to simplify the reporting, billing, and accounting practices for the benefit of both Parties.
- xi. If Medicare denies payment, the Covered Entity will share the cause of denial with the MIHO (e.g., documentation failure, billing code error). If the MIHO is responsible, the MIHO is to provide needed documentation to the Covered Entity to address the issue. The Covered Entity is to address causes of denial for which the Covered Entity is responsible. The MIHO will be paid for services that are reimbursed by Medicare.

## **V. TERMS AND CONDITIONS**

**Choice of Law and Venue.** The Agreement is governed by and will be construed in accordance with the laws of the State of Florida. Each party agrees that exclusive venue for all actions relating in any manner to the Agreement will be in a Florida federal or state court of competent jurisdiction. Any action relating to the Agreement must be commenced within one year after the date upon which the cause of action accrued.

**Federal and State Laws.** Parties shall be responsible for complying with any and all local, state and federal laws, rules, and regulations.

**Modification of Contract.** Parties may modify this agreement only through a written modification that both Parties have signed. All changes will be highlighted or annotated for applicability and submitted to parties via an addendum to the original Agreement, requiring Covered Entity and MIHO authorizing signatures.

**Entirety of Agreement.** Agreement comprises the entire Contract between the parties. This agreement is fully-integrated and no other terms or conditions are binding on the parties. The Recitals written above are part of Agreement.

**Damage Limitations.** In no event shall either party be liable to the other party for direct, incidental, indirect, reliance, special, punitive, or consequential damages or for any lost profits or lost revenue arising from acts under this agreement even if such party has been advised of the possibility of such damages. MIHO is not responsible for i) any cost or expense arising from personal injury to or death of any person or persons, or ii) loss or damage to any property, including loss of use thereof, caused directly or indirectly by the torts, negligent acts or omissions, intentional acts, violations of law, or acts which are outside the scope of Agreement, by Covered Entity or its principals, members, directors, executive staff, officers, agents, contractors, subcontractors, and employees, or any person or entity under its control in connection with their performance of Agreement, and iii) for the loss or damage to the property of Covered Entity or its principals, members, directors, executive staff, officers, agents, contractors, subcontractors, and employees.

**Indemnification.** MIHO gives no indemnity to Covered Entity for the acts or omissions of MIHO, Covered Entity, or participating Employees.

**Agreement Assignment.** Neither party may assign Agreement, or its rights and obligations hereunder, without the prior written consent of the other party. This Agreement shall be binding upon and insure to the benefit of, the Parties and their respective successors and permitted assigns.

**Change in Law.** If there is a substantial change in applicable law, which renders any of the material terms of this Agreement unlawful or unenforceable or in violation of the applicable requirement, the Parties shall negotiate in good faith to resolve such issue, if necessary, revising the terms of this Agreement to comply with the applicable law, while retaining in effect, to the extent reasonably possible, the current business terms. With regard to minor changes in regulatory requirements impacting performance under this Agreement, Covered Entity and MIHO agree to any changes to this Agreement strictly necessary to comply with such regulatory requirement. If any provision of Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

**Independent Contractor.** MIHO is an independent contractor. Neither Party nor the Party's employees or independent contractors are employed by, agents of, or partners or joint ventures of or with the other Party. No fiduciary or partnership relationship between the Parties is created under Agreement.

**Insurance.** Covered Entity and MIHO each shall maintain adequate general liability and workers' compensation insurance coverage issued by companies authorized to do business in the applicable state and sufficient to cover their respective obligations hereunder. Additionally, Covered Entity and MIHO shall meet any minimum insurance requirements specified by CMS guidelines.

WITNESS WHEREOF the Parties have executed this Agreement as of the day and year written above.

**Covered Entity**

**MIHO**

---

*Authorized Signature*

---

*Authorized Signature*

---

*Printed Name*

---

*Printed Name*

---

*Title*

---

*Title*

---

*Address Line 1*

---

*Address Line 1*

---

*Address Line 2*

---

*Address Line 2*

---

*Telephone*

---

*Telephone*

---

*Email*

---

*Email*

## APPENDIX A: CHIS provided by the MIHO

1. CHIS offered under Agreement are intended only for Medicare eligible patients under the care of Medicare approved physician or Advanced Practice Registered Nurse who can oversee the clinical care and Social Determinants of Health (SDOH) assessment of Medicare patients herein.
2. The Covered Entity will direct the MIHO to provide specific CHIS for specific Medicare patients.
3. CHIS will be “incident to” and fall under the general supervision of the Covered Entity as outlined by CMS guidelines.
4. CHIS provided may be 60 minutes per month per patient, as directed by the overseeing Medicare approved physician or Advanced Practice Registered Nurse. Depending on the documented complexity of the need, MIHO may add another 30 minutes of CHIS per month per patient **to meet the stated goals of CHIS.**
5. Services will include, but are not limited to:
  - Conducting a person-centered assessment to understand patient’s strengths, needs, goals, preferences, and desired outcomes, while taking into consideration cultural and linguistic factors.
  - Facilitating patient-driven goal-setting and establishing an action plan.
  - Coordinating needed services from healthcare practitioners and facilities; and from home- and community-based service providers, social service providers, and caregiver.
  - Communication with practitioners, home- and community-based service providers, hospitals, and skilled nursing facilities (or other healthcare facilities) regarding the patient’s psychosocial strengths and needs, functional deficits, goals, preferences, and desired outcomes, including cultural and linguistic factors.
  - Coordination of care transitions between and among healthcare practitioners and settings; follow-up after an emergency department visit; or follow-up after discharges from hospitals, skilled nursing facilities or other healthcare facilities.
  - Facilitating access to community-based social services (e.g., housing, utilities, transportation, food assistance) to address the SDOH needs.
  - Assisting the patient contextualize health education provided by the patient’s treatment team with the patient’s individual needs, goals, and preferences, in the context of the SDOH needs, and educating the patient on how to best participate in medical decision-making.
  - Building patient self-advocacy skills, so that the patient can interact with members of the health care team and related community-based services addressing SDOH needs, in ways that are more likely to promote personalized and effective diagnosis or treatment.
  - Helping the patient access healthcare, including identifying appropriate practitioners or providers for clinical care and helping secure appointments with them.



- Facilitating behavioral change as necessary for meeting diagnosis and treatment goals, including promoting patient motivation to participate in care and reach person-centered diagnosis or treatment goals.
- Facilitating and providing social and emotional support to help the patient cope with the problems addressed in the initiating visit, the SDOH needs, and adjust daily routines to better meet diagnosis and treatment goals.
- Leveraging lived experience when applicable to provide support, mentorship, or inspiration to meet treatment goals.

### Suggested Workflow for Contracted CHIS between Covered Entity and MIHO:

1. Patient is seen by Covered Entity during one of the following visits:
  1. Standard E/M visit (excepting low level 1 visit)
  2. Transition of Care visit
  3. Annual Wellness examination
2. Covered Entity provides a patient with SDOH assessment tool, such as PRAPARE or AHC HRSN screening tool.
3. Covered Entity Physician or APRN evaluates the SDOH tool with the patient and if SDOH factors are identified that impact the patient's health outcomes then the Covered Entity does the following:
  1. Bills G0136 for the SDOH evaluation (5-15 minute evaluation with patient) in addition to E/m billing for the particular visit
  2. Documents in the medical record the appropriate Z-codes related to the SDOH that is impacting the patient's health outcomes
  3. Obtains consent from the patient, either written or verbal, with documentation is such in the medical record, identifying that this will be a monthly billable service for which there is potential cost sharing, and that the service will be provided by the contracted MIHO.
4. Covered Entity refers the patient with Z-codes and SDOH assessment and evaluation to initiate a plan of care with MIHO to address the identified SDOH factors.
5. Within 72 hours of receiving the referral, the MIHO will make contact and begin the plan of care with the patient.
6. During the initial 30 days of contracted CHIS, the MIHO personnel will conduct a person-centered assessment of the SDOH factors identified and facilitate patient-centered goals and tailored support to overcome the SDOH factors impacting the patient's health.
7. The MIHO will provide the Covered Entity with documentation of this assessment and plan, along with actions taken to achieve the stated goals and success thus far in the (at least) 60 minutes of care provided by the MIHO "incident to" the Covered Entity's request for services within 31 days of beginning care.
8. The Covered Entity will have 10 business days to bill for the documented services of MIHO each and every month such services are provided until the plan of care and stated goals for the patient are achieved according to the following billing:
  1. G0019 for the initial 60 minutes of services for each patient each month
  2. G0022 for any additional 30 minutes of services for each patient each month
9. Cost sharing of payments received by Medicare for CHIS will be shared between Covered Entity and MIHO, with Covered Entity retaining 30% and MIHO receiving 70%.
10. Covered Entity will review the plan of care and achievements toward goals on a regular basis keeping such documentation in the patient's medical record.

Z-Code Categories related to CHIS:

**Z55** – Problems related to education and literacy

**Z56** – Problems related to employment and unemployment

**Z57** – Occupational exposure to risk factors

**Z58** – Problems related to physical environment

**Z59** – Problems related to housing and economic circumstances

**Z60** – Problems related to social environment

**Z62** – Problems related to upbringing

**Z63** – Other problems related to primary support group, including family circumstances

**Z64** – Problems related to certain psychosocial circumstances

**Z65** – Problems related to other psychosocial circumstances