



MassHealth Nonbilling Managed Care Entity (MCE) Network-only Provider Contract

This Nonbilling Managed Care Entity (MCE) network-only Provider Contract (this “Contract”) is between the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (hereinafter MassHealth), and

(Legal Name of Managed Care Entity (MCE) network-only Provider, hereinafter the “Nonbilling MCE network-only Provider” or the “Provider”)

(National Provider Identifier (NPI))

The Nonbilling MCE network-only Provider agrees:

- A. and understands that the Provider is enrolling in MassHealth as a nonbilling MCE network-only provider because the Provider is enrolled as or has applied to enroll as a network provider in a MassHealth-contracted MCE network and federal regulations at 42 CFR 438.602(b) and 608(b) require such enrollment. For the purposes of this Contract, an MCE shall be defined as a MassHealth-contracted managed care organization, accountable care partnership plan, behavioral health carve-out vendor, senior care organization, and One Care plan;
- B. that the Provider does not, as of the date of signature below, have a MassHealth provider contract for a fully participating provider or a MassHealth nonbilling provider contract (often used by ordering, referring, and prescribing providers). If such other provider contract is in effect or subsequently comes into effect, then the terms of that contract shall control;
- C. and understands that the Provider may provide services to MassHealth members within the scope of the Provider’s licensure, but shall not submit claims to or receive payments from MassHealth. The nonbilling MCE network-only Provider agrees and understands that a MassHealth-eligible provider may apply and enroll as a MassHealth provider that is fully-participating at any time, and must do so in order to submit claims to or receive payment from MassHealth;
- D. to comply with all state and federal statutes, rules, and regulations applicable to the nonbilling MCE network-only Provider’s participation in MassHealth;
- E. to provide services to eligible members without regard to religion, race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. and its implementing regulations at 45 CFR Part 80), and without regard to disability in compliance with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 and its implementing regulations at 45 CFR Part 84), and without regard to age in compliance with Section 6102 of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq. and its implementing regulations at 45 CFR Part 90.1 et seq. and 45 CFR Part 617;
- F. to keep such records as are necessary to disclose fully the extent and medical necessity of the services that the nonbilling MCE network-only Provider provides to MassHealth members and to preserve these records for at least six years, or such a length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever period is longer;

- G. to furnish MassHealth, the United States Secretary of Health and Human Services, the Attorney General's Medicaid Fraud Division, the State Auditor, and any other state and federal agency to which disclosure is required by law, upon request, with such information, including copies of medical records, about any services that the nonbilling provider provides to MassHealth members;
- H. to comply with the federal disclosure requirements specified in 42 CFR Part 455, Subpart B with each MCE with which the nonbilling MCE-only Provider is a network provider;
- I. to furnish to MassHealth the nonbilling MCE network-only Provider's national provider identifier (NPI), and include such NPI on all orders, referrals, and prescriptions for MassHealth members.
- J. to permit the federal Centers for Medicare & Medicaid Services and the MassHealth agency, and their agents and designated contractors, to conduct unannounced onsite inspections of any and all provider locations for the limited purpose of investigating suspected fraud or abuse related to MassHealth;
- K. that any special conditions and other additional or amended provisions that indicate they are to be incorporated into this Contract and of which MassHealth notifies nonbilling MCE network-only providers through a MassHealth provider bulletin or other written communication will be deemed to be part of this Contract. In the event of any inconsistency between the special conditions, or other additional or amended provisions, and this Contract, the special conditions or other additional or amended provisions shall control;
- L. that this Contract shall take effect upon written confirmation from the MCE with which the Provider has enrolled as a network provider of MassHealth's receipt of the Contract and shall continue in effect until terminated by either party upon written notice to the other party; and that MassHealth may not terminate this Contract without affording to the nonbilling MCE network-only Provider any applicable right to contest such termination available under federal and state law and regulation that has been properly requested by the Provider;
- M. that this Contract does not relieve the nonbilling MCE network-only Provider from any requirements of any other contracts into which the nonbilling MCE network-only Provider has entered, such as a network provider contract with an MCE; and
- N. the nonbilling MCE network-only Provider has indicated that the Provider is enrolled as or has applied to enroll, as of the date of signature below, as a network provider in the MCEs below by checking the box to the left of such MCEs.

If the Provider is a legal entity other than a person, the person signing this Provider Contract on behalf of the Provider warrants that he/she has actual authority to bind the Provider.

By: _____

The form can either be signed traditionally and then scanned, or it can be signed electronically using DocuSign or Adobe Sign. For electronic signatures, the signer can upload a picture of their wet signature. The typed text of a signature is not an acceptable form of an electronic signature.

Date: _____