



**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES**

Nursing Facility Provider Contract

This MassHealth Nursing Facility Provider Contract (the “Contract”), dated as of _____
(for office use only)

is between the Commonwealth of Massachusetts Executive Office of Health and Human Services (hereinafter, “MassHealth”), with a business address of 100 Hancock Street, Quincy, Massachusetts, 02171; and

(Legal Name of the Provider, hereinafter, the “Provider”)

doing business as

(Doing Business As (DBA) Name of Nursing Facility, hereinafter, the “Facility”)

Recitals

Whereas, MassHealth operates a program of medical assistance under 42 U.S.C. 1396 et seq., and M.G.L. c. 118E (“MassHealth”) and desires to purchase nursing-facility services from the Provider; and,

Whereas, the Provider desires to furnish nursing-facility services to eligible MassHealth members (“Members”) under the terms and conditions set forth in this Contract.

Now, therefore, in consideration of the mutual obligations contained in this Contract, the parties agree as follows.

1. The term of this Contract commences on the date stated above and continues until terminated as set forth in this Contract or under the applicable laws.
2. The Provider agrees to provide nursing facility services to Members. Such services shall be consistent with generally accepted professional standards and in conformance with Massachusetts Department of Public Health requirements, MassHealth’s nursing facility program regulations at 130 CMR 456.000, and other applicable laws, existing now or during the term of this Contract.
3. The Provider agrees to comply with, and be subject to, federal and state statutes, regulations, and other applicable laws governing participation in medical assistance programs under 42 U.S.C. 1396 et seq. and M.G.L. c. 118E.
4. The Provider agrees to submit all claims for payment to MassHealth in a manner that complies with MassHealth’s administrative and billing regulations and all other applicable laws.
5. The Provider agrees to furnish MassHealth its national provider identifier (NPI) if eligible for an NPI; and include its NPI on all claims.

6. MassHealth will pay the Provider for claims submitted to MassHealth for medically necessary nursing facility services to Members in accordance with all applicable laws and regulations at rates established and certified by the Massachusetts Executive Office of Health and Human Services. Rates of payment for Facilities located outside of the Commonwealth shall be established pursuant to MassHealth regulations.
7. The Provider shall repay to MassHealth any amounts resulting from any overpayment, administrative fine, or otherwise, in accordance with MassHealth regulations and all other applicable laws. At its option, MassHealth may recoup such amounts owed to MassHealth from amounts owed the Provider for services rendered.
8. During the entire term of this Contract, the Provider shall have a license to operate the Facility from the Massachusetts Department of Public Health. Facilities located outside of the Commonwealth shall be licensed to operate a nursing facility by the state in which the Facility is located. MassHealth has no obligation to pay the Provider for services rendered before the effective date of the Provider's license or after any termination of the Provider's license. Notwithstanding any other provision in this Contract, this Contract will automatically terminate, without prior notice, upon the termination of the Provider's license to operate the Facility.
9. The Provider shall disclose to MassHealth and to the United States Department of Health and Human Services information on ownership and control, business transactions, and persons convicted of crimes in accordance with 42 CFR Part 455, Subpart B.
10. The Provider agrees to comply with 42 CFR § 455.105 by submitting, within 35 days after the date of a request by the federal Secretary of Health and Human Services or MassHealth, full and complete information about
 - (a) the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (b) any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five-year period ending on the date of the request.
11. The Provider reaffirms the accuracy of the information provided to MassHealth in its application for a Provider Contract. The Provider shall notify MassHealth, in writing, of any change in the information the Provider has submitted to MassHealth in its application, including, without limitation, information about ownership and control of the provider, within 14 days of the change. The Provider shall provide MassHealth with copies of any amendments or other changes to its Articles of Incorporation or partnership agreement, as applicable, within 30 days of the effective date of the change.
12. The Provider shall furnish services to Members without regard to race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and shall comply with all applicable laws concerning the same.
13. The Provider shall recognize that in the performance of this Contract it is a holder of personal data as defined in M.G.L. c. 66A and 42 CFR 431, Subpart F. The Provider shall comply with all applicable regulatory and statutory requirements, including, but not limited to, those set forth in M.G.L. c. 66A and 101 CMR 8.01-8.10.
14. The Provider shall inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.
15. The Provider shall take reasonable steps to ensure the physical security of personal data or other confidential information under its control, including, but not limited to fire protection; protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; and passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data by ensuring limited terminal access. The Provider shall include in all of its contracts with subcontractors the provisions of this Contract concerning the confidentiality of personal data and information.
16. The Provider shall comply with the requirements of 42 CFR Part 489, Subpart I relating to the maintenance of written policies and procedures regarding advance directives, and the requirements of 130 CMR 450.112.
17. Either party may terminate this Contract without cause upon no less than 90 days' prior written notice to the other party specifying the termination date, unless applicable laws require otherwise.

18. In the event of the termination or expiration of this Contract, rejection of this Contract by the Provider, or if the Provider otherwise withdraws from MassHealth, the Provider shall have the obligations imposed upon a withdrawing provider by this Contract or applicable laws.
19. If the Provider terminates or rejects this Contract, or otherwise withdraws from MassHealth, the Provider may be barred from future participation in MassHealth.
20. If the Provider fails to meet its obligations under this Contract or has otherwise violated the laws, regulations, or rules that govern MassHealth, MassHealth may take any or all actions under this Contract, law, or equity. Without limiting the above, if MassHealth determines that the continued participation of the Provider in MassHealth may threaten or endanger the health, safety, or welfare of Members or compromise the integrity of MassHealth, MassHealth, without prior notice, may immediately terminate this Contract, suspend the Provider from participation, withhold any future payments to the Provider, or take any or all other actions under this Contract, law, or equity.
21. The Provider shall maintain and retain any records necessary to disclose the extent, quality, and medical necessity of services provided to Members, to substantiate any claims for payment submitted by the Provider to MassHealth, or as otherwise required by MassHealth or applicable laws. Such records must be, upon request, made available and provided to MassHealth, the Office of the Attorney General's Medicaid Fraud Control Unit, the federal Health Care Financing Administration, and other government agencies as provided in applicable laws.
22. The Provider, its employees, subcontractors, and any other of its agents, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of MassHealth or the Commonwealth of Massachusetts.
23. The Provider shall indemnify and hold harmless MassHealth and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses that MassHealth or the Commonwealth may sustain, incur, or be required to pay for third-party claims or suits, arising out of or in connection with the Provider's breach of its obligations under the Contract, or any negligent action or inaction or willful misconduct of the Provider, or any person employed by the Provider, or any of its subcontractors, if the Provider is notified of any claim within a reasonable time from when MassHealth becomes aware of the claim and the Provider is afforded an opportunity to participate in the defense of such claim.
24. The Provider is responsible for any direct, consequential, incidental, or other damages MassHealth and the Commonwealth suffer as a result of the Provider's breach of its obligations under this Contract, or damages arising out of or in connection with the Provider's performance of the Contract.
25. All Contract payments hereunder are subject to appropriation pursuant to M.G.L. c. 29, § 26 and will be limited to the amount appropriated therefor to the extent permitted under applicable state and federal laws.
26. The Provider shall comply with all federal and state applicable laws promoting fair employment practices and prohibiting unfair labor practices. The Provider shall not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and shall comply with all applicable laws.
27. This Contract, including all rights, obligations, matters of construction, validity, and performance, is governed by the laws of the Commonwealth of Massachusetts.
28. Any and all actions arising out of or relating to this Contract will be brought, maintained, and enforced in a state or federal court in the Commonwealth of Massachusetts, or administrative agency of the Commonwealth, that shall have exclusive jurisdiction and venue over such actions.
29. Nothing in this Contract, including, but not limited to, Section 28, will be construed to be a waiver by MassHealth of its rights under the doctrine of sovereign immunity and the Eleventh Amendment to the United States Constitution.
30. The terms of this Contract shall be construed, to the extent possible, to be consistent with applicable federal and state laws and regulations. Any determination that any provision of this Contract is invalid, illegal, or unenforceable in any respect will not affect the validity, legality, or enforceability of any other provision of this Contract.

31. MassHealth will not be deemed to have waived any of its rights under the terms of this Contract, unless such waiver is set forth in a written amendment to this Contract executed by the parties. No delay or omission on the part of MassHealth in exercising any right will operate as a waiver of such right or any other right. A waiver by MassHealth on any occasion will not be construed as a bar to or waiver of any right or remedy on any future occasion.
32. The parties agree that this Contract, and all previous and subsequent Provider Contracts or other provider agreements entered into by the Provider and MassHealth, constitute a single contract for purposes of payment of amounts owed to MassHealth by the Provider and recoupment by MassHealth of amounts owed by the Provider.
33. This Contract may be amended only by an agreement in writing, executed by duly authorized representatives of the parties.
34. The term “applicable laws,” as used in this Contract, means, without limitation, all federal and state laws, and the regulations, policies, and procedures of MassHealth, all as existing now or during the term of this Contract. All applicable laws are hereby incorporated into this Contract by reference.
35. The Provider shall not assign or transfer any liability, responsibility, obligation, duty, or interest under this Contract.

In witness whereof, the parties have executed this Contract under seal as of the date stated above.

PROVIDER

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

 (Legal Name of Provider)

By: _____
 (Signature)

By: _____
 (Signature)

Name: _____
 (Printed Name)

Name: _____
 (Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____