

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: The Cambridge Incubator, Inc. Cambridge Innovation Center		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 1 BROADWAY FLOOR 14 CAMBRIDGE, MA 02142-1187		Business Mailing Address: 305 South Street, Jamaica Plain MA 02130	
Contract Manager: Stas Gayshan	Phone: 617-744-9336	Billing Address (if different):	
E-Mail: stas@cic-health.com	Fax:	Contract Manager: Eva Beurs	Phone: 617-983-6225
Contractor Vendor Code: VC0000747141		E-Mail: Eva.Beurs@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc-ID(s): VACCINATIONSERVCOVID_	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes all grants <u>815 CMR 2.00</u>) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input checked="" type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20__. Enter Amendment Amount: \$ __ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ _____.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input type="checkbox"/> only initial payment [subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.]			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Medical/Health Care Related Client Serv Provided by Individuals within Orgs Mass Vaccination Services			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of __, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of __, 20__, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>22</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>1/11/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stas Gayshan</u> Print Title: <u>General Counsel</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>1/12/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

COVID-19 Mass Vaccination Site Contract

ID # VACCINATIONSERVCOVID700

This Mass Vaccination Site Contract (the “Contract”) is by and between the Massachusetts Department of Public Health (“DPH” or “the Department”) and The Cambridge Incubator, Inc. DBA Cambridge Innovation Center (“Contractor”), and shall be effective on January 11, 2021.

WHEREAS, on March 10, 2020, Charles D. Baker, Governor of the Commonwealth of Massachusetts, acting pursuant to powers provided by Chapter 639 of the Acts of 1950 and Section 2A of Chapter 17 of the General Laws, declared that there now exists in the Commonwealth of Massachusetts a state of emergency due to the outbreak of the 2019 novel Coronavirus (COVID-19);

WHEREAS, On February 4, 2020, pursuant to Section 564(b)(1)(C) of the federal Food, Drug, and Cosmetic Act, the Secretary of the United States Department of Health and Human Services (HHS) determined that there is a public health emergency that has a significant potential to affect national security or the health and security of United States citizens living abroad, and that involves the virus that causes COVID-19. On the basis of such determination, the Secretary of HHS on March 27, 2020, declared that circumstances exist justifying the authorization of emergency use of drugs and biological products during the COVID-19 pandemic, pursuant to Section 564 of the Food, Drug and Cosmetic Act, subject to terms of any authorization issued under that section;

WHEREAS, in December 2020, the United States Food and Drug Administration issued Emergency Use Authorization (EUA) for emergency use of Moderna and Pfizer-BioNTech COVID-19 vaccines for the prevention of COVID-19 caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and additional vaccine products are expected to apply for authorization;

WHEREAS, as of January 7, 2021 there have been 400,823 total confirmed COVID-19 cases and 12,708 deaths among confirmed cases;

WHEREAS, the purpose of this Contract is to increase and expedite access to COVID-19 vaccines across Massachusetts;

WHEREAS, the Vaccination Services under this Contract include, but are not limited to, vaccination site set up and operations, vaccine administration, post-vaccination adverse event monitoring, recording of all pertinent vaccination data in the electronic system or systems provided by the Commonwealth, and answering patient inquiries made via telephone and email during business hours; and

WHEREAS, Contractor has been deemed appropriate and has agreed to provide or arrange for (through subcontractors, e.g., a sponsoring medical institution, healthcare providers, venues, suppliers, etc.) such Vaccination Services in accordance with the following terms and conditions:

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

SECTION 1: Definitions

The following terms appearing capitalized throughout this Contract and its appendices have the following meanings, unless the context clearly indicates otherwise.

Authorized Site: A site that DPH has directed Contractor to set up for purpose of providing Vaccination Services

Calendar Year: The twelve-month period commencing January 1 and ending December 31.

Centers for Medicare and Medicaid Services (CMS): The federal agency that administers Medicare, Medicaid, and the State Children's Health Insurance Program.

COVID-19: (Coronavirus disease 2019) A contagious, sometimes fatal, respiratory disease caused by a newly discovered coronavirus that led to the declaration of a federal public health emergency and a state of emergency for the Commonwealth of Massachusetts.

COVID-19 Uninsured Program Portal: An online service facilitated by the federal government that provides claims reimbursement for health care providers generally at Medicare rates for testing and vaccinating uninsured individuals for COVID-19 and treating uninsured individuals with a COVID-19 diagnosis.

Department of Public Health (DPH or the Department): A constituent agency of EOHHS responsible for public health, pursuant to G.L. cc. 17 and 111, and other applicable laws.

Emergency Use Authorization (EUA): The Letter of Authorization providing authorization of emergency use of the COVID-19 vaccine or vaccines to be administered at an Authorized Site, and any additional applicable guidance, including but not limited to, applicable EUA Fact Sheets and manufacturer guidelines, as presently issued or as may be amended. Contractor is responsible for remaining aware of any changes to any applicable EUA.

Executive Office of Health and Human Services (EOHHS): The Massachusetts agency responsible for the administration of the MassHealth program, pursuant to M.G.L. c. 118E and Title XIX and XXI of the Social Security Act and other applicable laws and waivers.

MassHealth: The medical assistance or benefit programs administered by EOHHS to provide and pay for medical services to eligible MassHealth members pursuant to Title XIX of the Social Security Act, Title XXI of the Social Security Act, M.G.L. c. 118E, and other applicable laws and waivers. MassHealth members receive services either through MassHealth fee-for-service or a MassHealth managed care plan.

Medicare: The federal health insurance program for people who are 65 or older, certain younger people with disabilities, and people with End-Stage Renal Disease (permanent kidney failure requiring dialysis or a transplant, sometimes called ESRD).

Project: Work designed and implemented by Contractor, the purpose of which is to achieve objectives and satisfy requirements described in this Contract.

Personal Protective Equipment (PPE): Specialized clothing or equipment worn by an employee for protection against infectious materials. In the case of COVID-19, PPE may include equipment such as face masks, face shields, disposable gowns, and nitrile gloves.

Site Size: The number of vaccines administered at an Authorized Site within the applicable month where all Vaccination Services have been completed.

Vaccination Services: COVID-19 vaccine administration services performed at Authorized Sites in conformance with Attachment A, including all requirements set forth in **Section III**.

Vaccination Administration Payments: Payments made pursuant to this Contract for Vaccination Services completed at Authorized Sites at the rate specified per vaccine administered.

SECTION II: MINIMUM REQUIREMENTS

Contractor certifies that it meets the following minimum requirements for entering into the Contract:

1. Contractor has the capacity to complete Vaccination Services for at least 500 individuals per day cumulatively across all Authorized Sites within one week of the contract start date, with the minimum capacity of Vaccination Services per day per site to be specified by DPH in **Exhibit C**.
2. Contractor can source sufficient staff (including appropriate clinical staff), PPE, medical waste disposal capacity, vaccination supplies, site supplies, and equipment to complete Vaccination Services for the duration of this Contract; provided, however, that Contractor does not have capacity to provide ultra-cold storage freezer capacity.
3. Contractor can secure all necessary approvals and permissions to occupy and use the physical space where any proposed Authorized Site would be located, unless a separate arrangement is approved by DPH.
4. Unless otherwise agreed by both parties, Contractor acknowledges that the Commonwealth has the exclusive right to bill and collect from third-parties for the Vaccination Services rendered at Authorized Sites, and will provide or secure from any subcontractor necessary assignment of any right to bill as may be necessary for the Commonwealth to exercise its right. Notwithstanding the foregoing, the parties agree that the Commonwealth shall not bill for any emergency response or transport services, and Contractor (or its subcontractors) shall have the exclusive right to bill and collect for any such services.

5. Contractor agrees to exclusively utilize an electronic records system or systems procured by DPH and to which DPH provides access to Contractor for the purposes of patient scheduling, vaccine administration tracking, and recording and reporting all pertinent vaccination data to DPH, unless the Contractor receives prior approval from DPH to use their own electronic records system. Such approval will not be granted if the system is not able to integrate with the Massachusetts Immunization Information System (MIIS).
6. The electronic records system or systems provided to the Contractor by DPH shall serve as the medical record for the Vaccination Services provided at the Authorized Sites and the Commonwealth shall maintain such records in accordance with applicable law, except to extent otherwise described herein.
7. Contractor shall coordinate the reporting, through the electronic records system or systems provided to the Contractor by DPH, all required immunization information to the MIIS in accordance with G.L. c. 111 §24M and 105 CMR 222.
8. Contractor shall comply with the Commonwealth COVID-19 Vaccination Plan regarding patients' eligibility and phasing and shall make best efforts to ensure that that Vaccination Services are only provided to individuals who live or work in Massachusetts. Contractor shall not refuse to provide Vaccination Services under this Contract to an individual patient because of the patient's insurance status, because the patient is uninsured, or because the patient is undocumented, and shall not bill or charge patients directly for any Vaccination Services provided under this Contract.
9. Contractor shall enroll in and comply with all terms of the the Massachusetts Covid-19 Vaccination Program (MCVP), which shall include execution of the MCVP Agreement, the terms of which are incorporated herein by reference.
10. Contractor can comply with all state and federal laws and regulations applicable to the privacy and security of personal and other confidential information related requirements.
11. Contactor can secure all equipment necessary to establish site-specific vaccine administration locations and perform the services required under this Contract.
12. Contractor has all appropriate licenses, registrations or other approvals or waivers in place to perform all required Vaccination-related medical services, including as to the receipt and storage of controlled substances.
13. Staff designated by Contractor to implement aspects of the Project that involve direct patient contact are:
 - A. Knowledgeable of appropriate vaccine administration techniques, including the requirements in any Emergency Use Authorization for the COVID-19 vaccines to be administered;

- B. Qualified to administer vaccines as is authorized and determined by the Department of Public Health¹
- C. Trained in safe infection control protocols as established by the CDC and DPH, including proper PPE donning and doffing practices; and
- D. Able to provide linguistically competent care to patients, including through the use of translation services as necessary.

SECTION III. SCOPE OF WORK

1. As set forth below, Contractor, at the direction of DPH, shall perform the services specified in this section at an Authorized Site. DPH does not guarantee that Contractor will be assigned to a particular Authorized Site or any Authorized Site. DPH shall provide direction to the Contractor regarding the Authorized Site, dates of vaccination administration, and required capacity. Unless otherwise agreed to in writing by DPH and Contractor, each Authorized Site will be in operation for a minimum of 90 days and only so long as Contractor continues to comply with the terms of this Contract. DPH can direct Contractor to discontinue providing Vaccination Services at an Authorized Site at any time after the initial 90-day period and must provide written notice of termination plans 60 days in advance. DPH will provide direction regarding Authorized Sites via the form in **Exhibit A**, as such form may be Amended from time to time. Contractor may reject the assignment of an Authorized Site, provided that in order to do so Contractor must notify DPH in writing within 48 hours of being assigned an Authorized Site that it rejects this assignment (unless DPH agrees to an extension).
2. Contractor must exclusively utilize an electronic records system or systems procured by DPH and to which DPH provides access to Contractor for the purposes of patient scheduling, vaccine administration tracking, and recording and reporting all pertinent vaccination data to DPH. Contractor may not deploy any other platform for scheduling, complete collection of patient demographic and billing information, and reporting all vaccine administration on behalf of the state, unless the Contractor receives prior approval from DPH. Contractor acknowledges and agrees that it will be required to execute terms and condition of use for any state-approved platform, and that breach of those terms may, at DPH's sole discretion, be considered a breach of this Contract.
3. The electronic records system or systems provided to the Contractor by DPH shall serve as the medical record for the Vaccination Services provided at the Authorized Sites and the Commonwealth shall maintain such record and satisfy any compliance obligations applicable state and federal law, including patient access, arising from such maintenance except to the extent provided otherwise herein. For the avoidance of doubt, any subcontractor or other entity or professional providing services at the Authorized Site, including but not limited to emergency response providers, shall maintain and be responsible for record keeping in accordance with applicable law.

¹ <https://www.mass.gov/info-details/covid-19-vaccine-information-for-providers#who-can-administer-the-covid-19-vaccine?>

4. Contractor must provide all staff, equipment, supplies, and logistical support to perform vaccine administration. This will include sourcing vaccine storage equipment and PPE. Contractor must ensure that their staff are qualified to administer vaccines as is authorized by the Department of Public Health.²

As part of vaccine administration, Contractor must be able to perform the following for any individual receiving a vaccine, including non-English speakers and individuals protected under the Americans with Disabilities Act:

- A. Screen patients for COVID-19 symptoms before and during the visit and for contraindications and precautions for the specific vaccine(s) in use before receiving that vaccine(s);
 - B. Evaluate an individual's eligibility for receiving a vaccine, based on the most current vaccine guidance and protocols approved or issued by DPH;
 - C. Administer the vaccine pursuant to and in accordance with the terms of the EUA and a Standing Order issued or approved by DPH, or, if agreed to in the sole discretion of DPH, the order of an appropriately licensed provider identified by the Contractor;
 - D. Ensuring that vaccine administrators and other staff follow all relevant infection control protocols (e.g., wearing appropriate PPE);
 - E. Provide space for patients to stay at the site for 15 minutes after vaccination, or 30 minutes for patients with any history of anaphylaxis, to be monitored for adverse events;
 - F. Appropriately and expeditiously respond to any adverse events or other medical emergency and provide patients with the appropriate level of care on-site or arrange for appropriate transportation for care off-site.
 - G. Fully document the encounter; and
 - H. Maintain an adequate location to safely store the vaccine and monitor vaccine unit storage temperatures, complying with the terms of a valid Massachusetts Controlled Substances Registration.
5. Contractor must adhere to the following guidelines regarding vaccine storage, as further detailed in **Exhibit D and Exhibit E**:
 - A. Vaccine shall be stored according to the applicable EUA.
 - B. Vaccines that can be stored at 2°C to 8°C should be stored in units appropriate for the storage of vaccines.

² <https://www.mass.gov/info-details/covid-19-vaccine-information-for-providers#who-can-administer-the-covid-19-vaccine?>

- C. Vaccines that must be stored within the -15°C to -25°C range, such as the Moderna COVID19 vaccine, should be stored in standalone freezers.
 - D. Vaccines that must be stored in ultra-cold range (-60°C to -80°C), such as the Pfizer-BioNTech COVID19 vaccine, can be stored in an ultra-cold freezer or using the manufacturer-provided thermal shipper with adequate supply of dry ice as specified by the manufacturer (specifically for Pfizer-BioNTech COVID-19 vaccine). The Department acknowledges that Contractor does not have access to ultra-cold storage freezer capacity.
 - E. It is essential that providers continuously monitor vaccine storage unit temperatures. Contractors must record the following at least twice a day:
 - i. Minimum and maximum temperature
 - ii. Date/time
 - iii. Name of person checking and recording temperatures
 - iv. Actions taken if a temperature excursion has occurred.
 - F. In addition, CDC and DPH require that a digital data logger (DDL) is used.
 - i. Provides the most accurate storage unit temperature information by using a buffered probe.
 - ii. Records temperatures continuously.
 - iii. Identifies alarms and how long vaccine storage units have been out of range (temperature excursion).
 - iv. Not all DDLs can measure ultra-cold temperatures. Sites may use monitoring equipment that uses an air-probe or a probe designed specifically for ultra-cold temperatures.
6. Contractor must have their vaccine administration and storage protocols approved by DPH prior to Project launch. Contractor must confirm that they are able to adhere to the protocols and requirements described in **Exhibit D** and **Exhibit E**. Approved protocols may be updated during the Project. Contractor shall submit proposed revisions which have been approved by its medical director to DPH. DPH may, at its sole discretion, reject or require modification to the proposed updated protocols. For the avoidance of doubt, a formal contract amendment is not necessary for Contractor to update protocols.
7. Contractor must have a plan to assist patients with scheduling and receiving their second dose of the vaccine within the prescribed timeline for the vaccine administered. This plan must take into consideration the following factors, as detailed in **Exhibit D**: The Contractor's plan must address, but need not be limited to, the following areas:

- A. Pfizer-BioNTech and Moderna vaccines require two doses. The second dose must be the same product as the first dose but Contractor does not need to hold COVID-19 vaccine in reserve for second doses; second doses are being withheld by the federal government and will be shipped as needed.
- B. Patients should be able to schedule the second dose when receiving their first dose .
- C. Patients should receive second dose reminders in the form of personal vaccination card, email, text or calls, or the federal v-safe system. This requirement may be fulfilled by the Contractor assisting patients with v-safe registration on-site after administration of their first dose of the vaccine.

Contractor shall implement a system developed by Contractor and DPH for recalling vaccinees for the 2nd dose in compliance with the timeframe for vaccination and any other specification included in the EUA and any other manufacturer or other guidance applicable to the vaccine administered.

- 8. Contractor must ensure that on-site staff are available to advise patients about potential symptoms or side effects from the vaccine and that staff can provide instructions for when an individual should contact a medical provider or their PCP if they are experiencing side effects in accordance with DPH guidance. Additionally, Contractor must share the vaccine information with its associated Ordering Provider in all cases, including when the Ordering Provider is not directly contracted by Contractor.

After receiving a vaccine, patients must also be able to obtain medical advice related to their vaccination from Contractor via phone or electronic communication. This may be performed directly by Contractor or in coordination with the patient's PCP or other medical provider designated by the patient, if applicable. Contractor is encouraged to partner with local community providers who would be willing to accept new patients.

- 9. Contractor must provide a toll-free customer service telephone line and email address where patients can obtain information about scheduling their vaccine administration appointments and ask general questions. At minimum, the service line must be staffed during the hours the vaccination site is operating and have a voicemail system to record patient messages 24 hours a day, 7 days a week. Patients' phone and email inquiries should be resolved within 24 hours. Contractor is required to have a website with FAQs that provides the telephone number and email address. Translation services must be available so that inquiries made by non-English speakers through email or phone are resolved within 24 hours.
- 10. The Department acknowledges and agrees that, notwithstanding any provision of this Contract to the contrary, Contractor may discharge its responsibilities under this Agreement directly or through the use of appropriately qualified subcontractors; provided, however, that Contractor shall remain responsible for the performance of its subcontractors. The Department acknowledges and agrees that Contractor is not a health care provider and is not authorized under applicable law to render medical or health care services and that medical or health care services necessary to perform its obligations hereunder must be discharged by an appropriately licensed or authorized person or entity so subcontracted.

SECTION IV. REPORTING

1. In addition to the required MIIS reporting discussed supra, Contractor will be required to submit a weekly report to DPH that contains the following metrics (measured daily), by Authorized Site, along with any additional metrics developed by DPH throughout the duration of Vaccination, if available in the electronic records system or systems provided to the Contractor by DPH, in a form and manner specified by DPH:
 - A. Number of patients who scheduled an appointment;
 - B. Number of patients who visited the site;
 - C. Number of patients who scheduled an appointment but did not present for said appointment;
 - D. Number of patients vaccinated, by first dose and second dose;
 - E. Number of patients who have received a first dose and are beyond the prescribed timeline for the second dose for the vaccine administered;
 - F. Insurance coverage information for all patients vaccinated.
2. Contractor must comply with any additional reasonable reporting requests not listed above in **Section IV.1** as defined by DPH throughout the term of this Contract, including requests for ad hoc reports.
3. As requested by DPH and with reasonable notice, Contractor shall participate in meetings with DPH at which DPH and Contractor may discuss the services rendered under this Contract, Contractor's performance of the terms of this Contract, or any other item related to the Contract.
4. All reports required under this **Section IV** shall be sent via secure email to individual(s) specified by DPH, or access can be provided to a secure database providing the information contained in the required reports.

SECTION V. PAYMENT

1. In no event shall the Contractor bill an individual patient for any Vaccination Service provided under this Contract.
2. In no event shall the Contractor bill DPH for any Vaccination Service that is not scheduled and recorded in the electronic records system or systems provided to the Contractor by DPH.
3. DPH will reimburse the Contractor for the actual cost of approved overhead and equipment that are incurred by the Contractor, including start-up expenses, to operate each Authorized Site and perform the Authorized Services under this Agreement. An estimate of such approved costs is set forth in **Exhibit B** attached hereto. Payments for costs detailed in **Exhibit B** may not exceed the maximum weekly amounts for each Authorized Site specified

in **Exhibit B**, unless proposed to and approved by DPH in writing prior to expenditure. Contractor shall submit invoices demonstrating actual costs if requested by DPH.

4. Contractor shall not bill any entity other than DPH for the Vaccination Services provided under this Contract, unless approved by DPH in an Exhibit, included only if applicable. DPH may agree to allow Contractor to bill health insurers and other third-party payors, either directly or through a sub-vendor, electronically for all covered Vaccination-related medical services provided under this Contract, including but not limited to MassHealth, Medicare, and all major commercial health insurers in the Commonwealth, as well as the federal COVID-19 Uninsured Program Portal.
5. If DPH has agreed Contractor is responsible for billing health insurers and other third-party payors, DPH shall pay Contractor a *Vaccination Backstop Payment* specified in an Exhibit, if applicable, per vaccination for Vaccination Services provided at Authorized Sites based upon individuals receiving Vaccination Services for whom Contractor is unable to bill and/or receive payment for the Vaccination Services from the individual's health insurer or from the COVID-19 Uninsured Program Portal. Payments will vary by month based on the number of vaccinations for which a payment was not received from an individual's Payor or the COVID-19 Uninsured Portal. To the extent the Contractor receives a Vaccination Backstop Payment and Contractor is later able to receive payment from the individual's health insurer or COVID-19 Uninsured Program Portal, Contractor shall return the Vaccination Backstop Payment to DPH within 30 days, either by directly returning payment or by reducing the amount billed to DPH on the next invoice.
6. If DPH has not agreed that Contractor is responsible for billing, DPH shall pay Contractor a *Vaccination Administration Payment* at the rate specified in **Exhibit C** for each Authorized Site (the "Vaccination Administration Payment Rate") per vaccine administered for Vaccination Services provided at Authorized Sites based upon the number of individuals receiving Vaccination Services; provided, however, that for the initial six (6) weeks that each Authorized Site is operational under this Contract, the Vaccination Administration Payment shall be equal to the Vaccination Administration Payment Rate multiplied by the higher of: (a) that actual number of vaccines administered for Vaccination Services at the Authorized Site; or (b) scheduled minimum Vaccination Capacity and Vaccination Administration Payment as set forth in **Exhibit C**. The Contractor must open a number of vaccination appointments at each Authorized Site that exceeds the scheduled minimum Vaccination Capacity, as specified by **Exhibit C**. If the Contractor fails to offer the minimum number of appointments required, the minimum Vaccination Administration Capacity and Vaccination Administration Payment set forth in **Exhibit C** shall be void and the Contractor shall be paid only for the Vaccination Administration Payment multiplied by the actual number of vaccines administered for Vaccination Services at the Authorized Site.

Notwithstanding the above, DPH reserves the right to adjust the minimum Vaccination Administration Capacity and Vaccination Administration Payments set forth in **Exhibit C**, if required due to a change in federal vaccine allocation to Massachusetts. DPH will provide 14 days' notice of changes which result in maintaining current levels of capacity and 28 days' notice of changes which result in decreasing current capacity, as set forth in **Exhibit C**. Payments attributable to vaccines administered at an Authorized Site in a month will vary

based on the Site Size.

7. DPH shall pay Contractor only for Vaccination Services done at Authorized Sites. Any vaccine administration done at sites other than Authorized Sites as directed by DPH are not eligible for payment under this contract. DPH shall have no obligation to assign or authorize Contractor to provide Vaccination Services at an Authorized Site, and there is no minimum payment under this Contract. DPH may elect to not direct Contractor to provide any Vaccination Services at Authorized Sites, and in such case no payment would be owed to Contractor.
8. If Contractor completes Vaccination Services at more than one Authorized Site in a particular month, the monthly payment to Contractor will be a sum of the monthly payments attributable to each applicable Authorized Site.
9. Payment will be in accordance with this Contract, including the State Standard Contract Form and the Commonwealth Terms and Conditions.
10. Contractor is not entitled to payment of the Vaccination Administration Payment if it fails to comply with all conditions of the Contract.
11. Payment pursuant to this Contract is separate and distinct from any payment arrangements developed between Contractor and other third parties. DPH will not be liable for any payments for medical services, administrative, or overhead costs associated with such arrangements.
12. If Contractor and DPH have agreed that Contractor is responsible for billing, Contractor must have the ability to bill all major health insurers and other third-party payors in the Commonwealth for the Vaccination Services they provide to patients under the Contract, including MassHealth, Medicare, and major commercial insurers. Contractor must also have the ability to bill for Vaccination Services provided to uninsured patients through the federal COVID-19 Uninsured Program Portal.
13. The parties agree that the pricing specified in **Exhibit B** and **Exhibit C** for each Authorized Site shall be subject to renegotiation six weeks after the start date of that Authorized Site, with best faith efforts to lower costs. Prior to any renegotiation, contractor shall provide DPH a report of the actual costs incurred in operating the Authorized Site over the preceding six weeks.
14. The parties certify for this Contract that Contract obligations related to work being performed by the Contractor were incurred as between the period of December 27, 2020 and the Effective Date, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments. Acceptance of payments forever releases the Commonwealth from further claims related solely to these obligations.

15. Contractor must accept as payment in full for all services provided under the Contract:

- 1) The payment for medical services made to the Contractor by a patient's insurer (or another third-party payor), if permitted to bill by DPH, or the Vaccination Administration Payments by DPH described in this **Section V**,
- 2) The Vaccination Backstop Payments by DPH as described in this **Section V**, if applicable, and
- 3) The payment for actual costs of overhead and equipment that are incurred by the Contractor to operate each Authorized Site, as described in this **Section V**.

Contractor may not directly charge or bill patients, regardless of insurance status and regardless of whether the Contractor is ultimately paid by the patient's insurer, for any services provided under this Contract, and may not impose any cost sharing (including copayments) or engage in balance billing for claims made to insurers, or any similar practices.

SECTION VI: OTHER CONTRACTUAL TERMS

1. This Contract, which includes and incorporates the State Standard Contract Form and the Commonwealth Terms and Conditions (in that order of precedence), contain the entire Contract and understanding between DPH and Contractor. There are no additional promises or terms other than as contained in this Contract.
2. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein. By mutual Contract, or if such amendment is necessary to comply with applicable laws, the parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory provisions, provided that such amendment is in writing, signed by both parties, and attached hereto.
3. Notices to the parties as to any matter hereunder will be sufficient if given in writing to the following addresses (or successors as designated by the parties):

To DPH:

Ceci Dunn
Deputy Director
Bureau of Infectious Disease and Laboratory Sciences
Department of Public Health
305 South Street
Boston, MA 02130
Ceci.Dunn@mass.gov

Copy to Counsel:
Elizabeth Scurria Morgan
Acting General Counsel
Department of Public Health

250 Washington Street
Boston, MA 02108
Elizabeth.ScurriaMorgan@mass.gov

To the Contractor:

Stas Gayshan
General Counsel
CIC Health, LLC
One Broadway
Cambridge, MA 02142
stas@cic-health.com

4. If any clause or provision of this Contract is in conflict with any state or federal law or regulation, as such laws and regulations apply and are in effect during the State of Emergency, that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.
5. This Contract shall expire December 31, 2021. At the option of DPH, the Contract may be extended for up to 18 additional months in any increment of time. The Contract may also be extended for any reasonable time period DPH determines necessary to complete a subsequent procurement.
6. Contractor may utilize subcontractors to perform its obligations under this contract. Contractor is fully responsible for the performance of its subcontractors. Subcontracts will not relieve or discharge Contractor from any duty, obligation, responsibility or liability arising under this Contract. All subcontracts and other agreements or arrangements for reimbursement will be in writing and will contain terms consistent with all terms and conditions of the Contract. The use of subcontractors shall not cause any additional administrative burden on DPH as a result of the use of multiple entities.
7. DPH shall have the option at its sole discretion to modify, increase, reduce or terminate any activity related to this Contract whenever, in the judgment of DPH, the goals of the project have been modified or altered in a way that necessitates such changes. In the event that the scope of work or portion thereof must be changed, DPH shall provide written notice of such action to the Contractor and the parties shall negotiate in good faith to implement any such changes proposed by DPH.
8. DPH additionally reserves the right, at its sole discretion, to amend the Contract to implement state or federal statutory or regulatory requirements, judicial orders, settlement agreements, or any state or federal initiatives or changes affecting DPH or the Contract. DPH shall provide written notice of such action to the Contractor and the parties shall negotiate in good faith to implement any such changes proposed by DPH.

9. Contractor shall notify DPH in writing within ten (10) calendar days if it or, where applicable, any of its subcontractors receive or identify any information that gives them reason to suspect that a MassHealth member or provider has engaged in fraud as defined under 42 CFR 455.2. In the event of suspected fraud, no further contact shall be initiated with the member or provider on that specific matter without DPH' approval.
10. Contractor and, where applicable, its subcontractors shall cooperate fully with the Office of the Attorney General's Medicaid Fraud Division (MFD) and the Office of the State Auditor's Bureau of Special Investigations (BSI). Such cooperation shall include, but not be limited to, providing at no charge, prompt access and copies of any documents and other available information determined necessary by such agencies to carry out their responsibilities regarding Medicaid fraud and abuse, maintaining the confidentiality of any such investigations, and making knowledgeable staff available at no charge to support any investigation, court, or administrative proceeding.
11. Contractor agrees to comply with applicable state and federal laws governing privacy and security of personally identifiable information, and to so obligate its subcontractors. The Parties agree to separately execute an appropriate confidentiality agreement, including a Business Associate Agreement if necessary to comply with HIPAA Rules at 45 CFR Parts 160, 162 and 164. The Contractor shall promptly execute and comply with any amendment to this Contract that DPH determines is necessary to ensure compliance with all applicable statutes, orders, and regulations promulgated by any federal, state, municipal, agreements, or other governmental authority pertaining to the privacy or security of personally identifiable information.

Exhibit A

DPH Direction to Contractor Regarding Authorized Sites

Pursuant to **Section III.1** of this Contract, DPH is hereby directing Contractor to:

- X Establish a site-based Vaccination Service site at One Patriot Place, Foxboro, MA 02035 and provide Vaccination Services beginning on date to be mutually agreed, but no sooner than January 14, 2021, until such time as DPH provides further direction to Contractor (site-based); or
- Provide Vaccination Services in [assigned region(s)] at the following category(ies) of sites [approved setting(s)] consistent with the process in Section III.3 of this Contract, beginning on the following date _____, until such time as DPH provides further direction to Contractor (mobile);

This/these site(s) is/are [an] Authorized Site(s) for these dates for purposes of this Contract.

Unless Contractor rejects this assignment in writing within 24 hours of receipt, Contractor must provide Vaccination Services at this/these Authorized Site(s), including providing a minimum capacity of vaccines per day as set forth in **Exhibit B** while at this/these Authorized Site(s), and meet all other requirements set forth in Contractor's Executed Mass Vaccination Site Contract.



By: _____
(Signature)

Cecilia Dunn

(Printed Name)

Deputy Director, BIDLS, DPH

(Official Title)

1/11/2021

(Date)

Exhibit B

Estimated Approved Overhead and Equipment Costs Associated with Authorized Sites

Estimated Approved Costs for Authorized Site at One Patriot Place, Foxboro, MA 02035:

Gillette Stadium									
Description	Week-Ending								Maximum
	Pre-Launch	1/17/21	1/24/21	1/31/21	2/7/21	2/14/21	2/21/21	2/28/21	
	Start-up Costs		Six Week Initial Period						
Vaccinations		200	1,600	2,500	6,250	6,250	8,750	8,750	17,500
Days in the week		2	5	5	5	5	7	7	7
Vaccines per day		100	320	500	1,250	1,250	1,250	1,250	2,500
Weekly Expenses									
Operations & CICH Corp Support		19,557	48,893	48,893	48,893	48,893	68,450	68,450	68,450
Facilities & Infrastructure		2,505	8,015	12,523	31,309	31,309	31,309	31,309	62,617
Customer Support		9,000	22,500	22,500	22,500	22,500	63,000	63,000	63,222
Equipment - Rental		92	295	462	1,154	1,154	1,154	1,154	2,308
Marketing		659	1,648	1,648	2,308	2,308	2,308	2,308	2,308
CICH Service Charge		2,215	10,501	14,914	33,373	33,373	48,658	48,658	81,960
Subtotal		\$ 34,028	\$ 91,853	\$ 100,941	\$ 139,537	\$ 139,537	\$ 214,878	\$ 214,878	\$ 280,865
unit cost		\$ 170.14	\$ 57.41	\$ 40.38	\$ 22.33	\$ 22.33	\$ 24.56	\$ 24.56	\$ 16.05
Start-Up Expenses									
Operations & CICH Corp Support	169,916								
Equipment - One Time	80,740						80,740		
Marketing	50,000								
Subtotal	\$ 300,656	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 80,740	\$ -	\$ -

The maximum weekly amount shall be the amount set forth above that corresponds to the actual number of vaccinations performed in the respective week. To the extent the actual number of vaccinations is between the thresholds stated above, the maximum weekly amount shall be prorated accordingly (based on a linear calculation). For example, if 7,000 vaccinations are performed in a week, the maximum weekly amount shall be: \$139,537 plus: $((7,000 - 6,250) \div (8,750 - 6,250))$ multiplied by $(\$214,878 - \$139,537) = \$162,139$.

Estimated Approved Costs for Additional other Authorized Sites may be added by amending this Exhibit and with the mutual agreement of DPH and the Contractor.

Exhibit C

Vaccination Administration Payment Rates and Minimum Weekly Payments

I. Vaccination Administration Payment Rates

The following Vaccination Administration Payment Rates shall apply for each Authorized Site as specified below:

- a) One Patriot Place, Foxboro, MA 02035

Date Range	Vaccination Administration Payment Rates
January 14 th – February 28 th	\$39.38
March 1 st	Subject to renegotiation

Additional Vaccination Administration Payment Rates may be established for other Authorized Sites by amending this Exhibit and with the mutual agreement of DPH and the Contractor.

II. Minimum Weekly Payments

Guaranteed minimum weekly payments from DPH to the Contractor for Vaccination Administration Payments for the Authorized Sites as specified below:

The guaranteed minimum weekly payments at **One Patriot Place, Foxboro, MA 02035** shall be:

Dates	Minimum capacity per week	Minimum payment per week
January 18 th - 24 th	1,600	\$63,008
January 25 th – 31 st	2,500	\$98,450
February 1 st – 7 th	6,250	\$246,125
February 8 th – 14 th	6,250	\$246,125
February 15 th – 21 st	8,750	\$344,575
February 22 nd – 28 th	8,750	\$344,575

The guaranteed minimum weekly payments from DPH to the Contractor may be adjusted either up or down with mutual agreement and written confirmation from DPH to the Contractor.

Guaranteed minimum weekly payments may be established for other Authorized Sites by amending this Exhibit and with the mutual agreement of DPH and the Contractor.

For the initial six (6) weeks that each Authorized Site is operational under this Contract, the Vaccination Administration Payment shall be equal to the Vaccination Administration Payment Rate multiplied by the higher of: (a) that actual number of vaccines administered for Vaccination

Services at the Authorized Site; or (b) scheduled minimum Vaccination Capacity and Vaccination Administration Payment as set forth above.

The Contractor must open a number of vaccination appointments at each Authorized Site that exceeds the scheduled minimum Vaccination Capacity, as specified above. If the Contractor fails to offer the minimum number of appointments required, the minimum Vaccination Administration Capacity and Vaccination Administration Payment set forth above shall be void and the Contractor shall be paid only for the Vaccination Administration Payment multiplied by the actual number of vaccines administered for Vaccination Services at the Authorized Site.

Notwithstanding the above, DPH reserves the right to adjust the minimum Vaccination Administration Capacity and Vaccination Administration Payments set forth above. DPH will provide 14 days' notice of changes which result in maintaining current levels of capacity and 28 days' notice of changes which result in decreasing current capacity.

Exhibit D

Guide to Applying to Administer the COVID-19 Vaccine

The below guidance must be adhered to when running a mass vaccination site. Contractors must confirm that they can meet all of the requirements and follow all of the recommendations.

Administrative considerations:

1. Register, or ensure the proper subcontractor registers, with the Massachusetts Immunization Information System (MIIS).

- Contact miishelpdesk@state.ma.us

2

1. Onboard for GUI/Direct Data Entry

- After completing registration, you must submit an onboarding request to initiate the process of connecting and submitting data.
- For step-by-step instructions and screenshots guiding you through the onboarding request process, please view the [Onboarding Request Mini Guide](#).

2. Submit a unique [Massachusetts COVID-19 Vaccine Program \(MCVP\) agreement](#).

- The MCVP Agreement is emailed as a link to contacts associated with the MIIS and State Vaccine Program.

3. Unless operating pursuant to a Standing Order provided by DPH obtain a standing order for your program from a medical professional, such as the physician associated with your organization/board of health.

- State law, M.G.L. c. 111D, section 8 (7), requires a licensed provider with prescribing authority to issue an order for a COVID-19 vaccine.
 - Authorized ordering providers include, a: physician, chiropractor, surgeon, podiatrist, osteopath, nurse practitioner, dentist, or physician's assistant. See MGL Ch. 111D; [105 CMR 180.280](#).
 - A standing order is an order issued by a licensed provider, which is not specific to one person, and enables assessment and vaccination of patients without the need for clinician examination or direct order from the attending provider at the time of the interaction.
 - Any individual who meets the criteria included in a standing order may receive the vaccine consistent with the terms of the order.
- A model standing will be posted to mass.gov/covidvaccine shortly.
- Other Emergency Treatment Standing orders available from the Immunization Action Coalition:
 - [Medical Management of Vaccine Reactions of Adults in a Community Setting](#)
 - [Medical Management of Vaccine Reactions in Children and Teens in a Community Setting](#)

4. Review the terms of compliance with Emergency Use Authorization (EUA) and equitable distribution, including at mass vaccination sites:

- Decisions about which eligible patients receive the COVID Vaccine must comply the terms of the EUAs.

- Criteria for the COVID Vaccine use should be as clear, transparent, and objective as possible, and be based on biological factors related only to the likelihood and magnitude of benefit from the medical resources and should at all times minimize inequitable outcomes.
- Factors that have no bearing on the likelihood or magnitude of benefit, include but are not limited to, race, disability, gender, sexual orientation, gender identity, ethnicity, ability to pay or insurance status, socioeconomic status, English language proficiency, perceived social worth, perceived quality of life, immigration status, incarceration status, homelessness or past or future use of resources.

Site considerations:

5. Ensure you have an appropriate site to perform the vaccination. This site should have the capacity to carry out the best practices below:

- Screen patients for COVID-19 symptoms before and during the visit.
- Maintain physical distance (at least 6 feet apart, where possible).
- Limit and monitor facility points of entry and install barriers to limit physical contact with patients at triage.
- Observe respiratory hygiene (facemasks for staff and face coverings for patients over 2 years of age, if tolerated) and cough etiquette.
- Observe hand hygiene (including providing at least 60% alcohol hand sanitizer for patients).
- Perform enhanced surface decontamination.
- Refer to CDC guidance to prevent the spread of COVID-19 in [health care settings](#), including [outpatient and ambulatory care settings](#).

6. Ensure that you have an adequate location to safely store the vaccine, and can adhere to the below guidelines:

- Vaccine should be stored according to EUA fact sheet and manufacturer guidelines.
- Vaccines that can be stored at 2°C to 8°C should be stored in units appropriate for for the storage of vaccines.
- Vaccines that must be stored within the -15°C to -50°C range, such as the Moderna COVID19 vaccine, should be stored in standalone freezers.
- Vaccines that must be stored in ultra-cold range (-60°C to -80°C), such as the Pfizer-BioNTech COVID19 vaccine, can be stored in an ultra-cold freezer or using the manufacturer provided thermal shipper (specifically for Pfizer-BioNTech COVID-19 vaccine).
- It is essential that providers continuously monitor vaccine storage unit temperatures. Providers must record the following at least twice a day:
 - Minimum and maximum temperature
 - Date/time
 - Name of person checking and recording temperatures
 - Actions taken if a temperature excursion has occurred.
- In addition, CDC and MDPH require that a digital data logger (DDL) is used.
 - Provides the most accurate storage unit temperature information by using a buffered probe.
 - Records temperatures continuously.

- Identifies alarms and how long vaccine storage units have been out of range (temperature excursion).
- Not all DDLs can measure ultra-cold temperatures. Sites may use monitoring equipment that uses an air-probe or a probe designed specifically for ultra-cold temperatures.

Staff considerations:

7. Identify staff to operate the program and administer the vaccine.
 - All staff members who receive vaccine deliveries, handle, or administer vaccines must be trained in vaccine related practices and procedures.
 - Staff should be able to ensure the safety and efficacy of vaccines through proper:
 - Benefit and risk communication
 - Vaccine storage/handling and administration
 - Timing and spacing of vaccine doses
 - Screening for contraindications and precautions
 - Management of adverse reactions
 - Being able to access and use emergency equipment
 - Current CPR certification
 - Reporting to VAERS (and any additional COVID specific databases)
 - Documentation
 - If planning to vaccinate health care workers, review the CDC's [Clinical Considerations for Vaccination of Healthcare Personnel](#)
8. Ensure you have an adequate supply of PPE to support your program.
 - Surgical Masks
 - Required: All health care providers (N95 masks not recommended)
 - Eye protection
 - Required: Areas of moderate/substantial community transmission or if ultra-cold/dry ice is being handled
 - Optional: Areas of minimal/no community transmission
 - Gloves
 - Required: Latex or similar gloves as needed to administer intramuscular or subcutaneous vaccine
 - Required: If ultra-cold or dry ice are being handled, special insulating gloves are needed

Program considerations:

9. Work with DPH to develop a plan to ensure that individuals receive their 2nd dose of the vaccine within the prescribed timeframe:
 - Pfizer-BioNTech and Moderna vaccines require 2 doses; the 2nd dose must be the same product as the first dose
 - Schedule the 2nd dose for each recipient when administering the first dose
 - Develop a system for recalling vaccines for 2nd dose
 - Pfizer-BioNTech doses: at least 21 days apart

- Moderna doses: at least 28 days apart (pending final FDA guidance from the EUA)
- Provide 2nd dose reminders: Personal vaccination card, email, text or calls, federal VSafe system
- Do not plan to hold COVID-19 vaccine in reserve for 2nd doses; 2nd doses are being withheld by the federal government and will be shipped as needed for the 2nd dose

Exhibit E

Checklist for Best Practices for Vaccination Sites

The below guidance must be adhered to when running a mass vaccination site. Contractors must confirm that they can meet all of the requirements and follow all of the recommendations.

https://www.izsummitpartners.org/content/uploads/2017/02/NAHS-Vaccination-Clinic-Checklist_v2.pdf



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME : The Cambridge Incubator, Inc. Cambridge Innovation Center
CONTRACTOR VENDOR/CUSTOMER CODE: VC0000747141

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Tim Rowe	Chief Executive Officer
Stas Gayshan	Legal Counsel

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

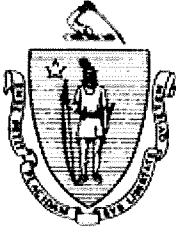
A handwritten signature in black ink, appearing to read "Tim Rowe", written over a horizontal line.

Signature

Date: 12/31/2020

Title: Chief Executive Officer

Telephone: 617-633-2078



CONFIDENTIALITY AGREEMENT

between

MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH

and

**CIC HEALTH, LLC
(Mass Vaccination)**

I. GENERAL PROVISIONS

The Massachusetts Department of Public Health (Department) is, among its duties, responsible for taking cognizance of the interests of life, health, comfort and convenience among the citizens of the Commonwealth and may distribute immunological, diagnostic and therapeutic agents within the Commonwealth, M.G.L. c. 111 §5, and is an Emergency Response Stakeholder pursuant to the December 2020 Letters of Authorization issued by the US Food and Drug Administration to ModernaTX, Inc. and Pfizer-BioNTech in response to those entities' requests for Emergency Use Authorization of their COVID-19 vaccines. To operationalize the distribution and administration of vaccine in Massachusetts, the Department has entered into an agreement (VACCINATIONSERVCOVID700) (the "Contract") with CIC Health, LLC (the "Contractor") for the purpose of securing certain services relating to COVID-19 vaccination (the "Vaccination Services"), including, but not limited to, vaccination site set up and operations, vaccine administration, post-vaccination adverse event monitoring, recording of all pertinent vaccination data in the electronic system or systems provided by the Commonwealth, and answering patient inquiries made via telephone and email during business hours.

The Department and Contractor acknowledge that the performance of Vaccination Services and its use of the electronic records system or systems, Contractor will have access to Personal Data. In connection with its provision of Vaccination Services, Contractor will utilize an electronic records system or systems procured by DPH and to which DPH provides access to Contractor for the purposes of patient scheduling, vaccine administration tracking, and recording and reporting all pertinent vaccination data to DPH. The Department and Contractor acknowledge that the Department is responsible for reviewing the security of the electronic system or systems provided to Contractor.

This Confidentiality Agreement (the "Agreement") is intended to protect the privacy and security of all Personal Data, including as applicable Protected Health Information, that the Contractor may receive, host, transmit, create and/or otherwise access in the performance of its obligations to the Department pursuant to the Contract, and to

ensure that Contractor and its subcontractors comply with the requirements of all applicable state and federal law, including but not limited to the Fair Information Practices Act (FIPA), M.G.L. c. 66A, and M.G.L. c. 93H.

II. DEFINITIONS FOR USE IN THIS SECTION

All terms used, but not otherwise defined herein shall be construed in a manner consistent with the Fair Information Practices Act, the HIPAA Privacy and Security Rules, and other applicable state or federal privacy or confidentiality laws.

“Breach” means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under FIPA, HIPAA or M.G.L. c. 93 H which compromises the security or privacy of the Personal Data or as specifically defined in HIPAA with respect to Protected Health Information.

“Data Subject” means an individual to whom Personal Data or Protected Health Information refers.

“Electronic Media” means:

- Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
- Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Faxes sent directly from one fax machine to another, person-to-person telephone calls, video teleconferencing, and messages left on voice-mail are not considered transmission media. However, any faxes sent from a computer, including those made by a fax-back system, are considered transmission media.

“Electronic Protected Health Information” (EPHI) means PHI that is created, accessed, stored, or transmitted by electronic media.

“The Health Insurance Portability and Accountability Act” (HIPAA) means Public Law 104-191.

“Personal Data” (PD) means any information in any medium concerning an individual, which because of name, identifying number, mark or description can be associated with a particular individual. Protected Health Information and Electronic Protected Health Information as defined herein constitute subsets of Personal Data.

“Privacy Rule” means the privacy regulations set forth in 45 C.F.R. Parts 160 and 164 and as amended.

"Protected Health Information" (PHI) means information in any form or medium that relates to the past, present or future, physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe can be used to identify the individual, that the Contractor receives, creates or uses under the Agreement. The terms "Protected Health Information" and "PHI" apply to the original data and to any data derived or extracted from the original data. PHI includes EPHI and is a subset of Personal Data.

"Required By Law" means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law.

"Security Rule" means the Security standards for the protection of EPHI as set forth at 45 C.F.R. Parts 160, 162 and 164 and as amended.

"Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

III. OBLIGATIONS OF THE CONTRACTOR

Section 1. Compliance with State and Federal Law. Contractor acknowledges that in the performance of its obligations, it may receive Personal Data. Contractor acknowledges that by accepting the Personal Data it becomes a "holder" within the meaning of M.G.L. c. 66A and will comply with the requirements of that law in addition to all other applicable state or federal laws governing the privacy or security of any Personal Data subject to this Agreement.

Section 2. Agreements by Third Parties. Contractor shall obtain and maintain a written agreement with each agent or subcontractor that it engages in connection with the performance of its duties under the Contract. The agreement shall provide that such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to Contractor pursuant to this Agreement with respect to such Personal Data, including but not limited to implementing reasonable and appropriate safeguards to protect the information; provided, however, that any subcontractor serving as a "health care provider" (as defined by the Privacy Rule) may use and disclose PHI in any manner permitted by HIPAA and by Section IV below. Contractor is responsible for ensuring each agent's and subcontractor's compliance with all applicable provisions of the Agreement. Upon request, Contractor shall provide the Department with a copy of the written terms between Contractor and the subcontractor or agent.

Section 4. Security: Appropriate Safeguards. Contractor agrees to comply with the provisions set forth in 45 CFR §§164.308, 164.310, 164.312 and 164.316. Contractor agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Personal Data. Such safeguards shall meet, at a minimum, the standards as set forth in the Privacy and Security Rules. Appropriate safeguards shall include, at a minimum:

- Protecting the physical and electronic security of the Personal Data, including any data created, accessed, stored, or transmitted by electronic media.
- Taking steps to prevent unauthorized access to the Personal Data, including preventing unauthorized access through the use of individual user accounts which are password protected and can be audited.
- Providing appropriate training in the privacy and security policies and procedures applicable to Personal Data for each of its employees, agents, or subcontractors, or confirming that such subcontractors provide such training, as appropriate, who will have access to Personal Data as set forth in applicable laws and regulations. Such training shall include training on the use of the electronic records system or systems selected by the Department as directed by the Department.
- Complying with the terms of use for the electronic records system or systems selected by the Department.
- Requiring each of its employees, agents, or subcontractors having any involvement with the Personal Data to comply with applicable laws and regulations relating to confidentiality, privacy, and security of the Personal Data.
- Unless otherwise authorized in writing, any copies of Personal Data stored on electronic storage media, including thumb drives, controlled by Contractor, must be destroyed upon termination of the Contract. Data must be destroyed so that it cannot be recovered from the electronic storage media. Electronic storage media used to store data must be made unusable by physical destruction.
- Upon request, Contractor will furnish the Department with a description of the steps it has taken to prevent use or disclosure of the Personal Data not authorized by this Agreement and agrees to allow authorized representatives of the Department access to premises where the Personal Data is kept for the purpose of inspecting security (physical and electronic) arrangements.

Section 5. Non-Secure Transmissions Prohibited. Contractor agrees that it will not transmit the Personal Data over any unsecured network without the prior written permission of an authorized representative of the Department. Contractor is expected to comply with NIST standard FIPS 140-2 when transmitting Personal Data over the Internet.

Section 6. Reporting of Breach or Security Incident. Contractor shall notify the designated representative for the Department both orally and in writing within five days following the discovery of any breach of Personal Data.

Section 7. Responsibility for Breach Notification. Contractor shall pay the full cost of breach notification for any notification required by law, including but not limited to M.G.L. c. 93A, for any breach for which Contractor, its agents, employees, or subcontractors is responsible or any breach that occurred through its information system(s), whether the notice is given by the Department, Contractor, or a subcontractor.

Section 8. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of its use or disclosure of Personal Data in violation of this Agreement or any security breach. Contractor shall in consultation with the Department take measures that the Department deems appropriate to recover the Personal Data and prevent a future breach of the confidentiality and security of the Personal Data. Contractor shall report to the Department the results of all mitigation actions taken. Nothing in this Section will be deemed to waive any of the Department's legal rights or remedies that arise from Contractor's unauthorized use or disclosure of the Personal Data or security breach.

Section 9. Notice of Request for Data. Contractor agrees to notify the Department within five (5) days of Contractor's receipt of any legal request, court order, or subpoena for Personal Data. To the extent that the Department decides to assume responsibility for challenging the validity of such requests, Contractor agrees to cooperate fully with the Department in such challenge.

Section 10. Access to Personal Data. Contractor shall provide the Department with access to or copies of any Personal Data, which it maintains as shall be necessary to meet its obligation under M.G.L. c. 66A. Such access or copies shall be provided within five (5) days of a request.

Section 11. Availability of Personal Data for Amendment. Contractor shall make any amendment(s) to Personal Data that it received from or created or received on behalf of the Department in order for the Department to meet obligations under M.G.L. c. 66A. All such amendments shall be made within ten (10) days of receipt of the request from the Department.

Section 12. Accounting of Disclosures. Contractor shall document Personal Data disclosures and required information related to such disclosures, as is necessary for the Department to respond to an individual's request for accounting of disclosures of Personal Data under M.G.L. c. 66A. Contractor agrees to provide to the Department, within ten (10) days of the request, an accounting of disclosures of Personal Data. At a minimum, Contractor will provide the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the Personal Data, and if known, the address of such entity or person, (iii) a brief description of the Personal

Data disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section and to provide upon the Department's request documentation of its method of tracking disclosures and a list of all accountings of disclosures provided under this Section.

Section 13. Access by the Department to Records. Contractor shall make available to the Department its internal practices, books, and records including policies and procedures relating to the use and disclosure of the Personal Data received from the Department, or created or received by Contractor on behalf of the Department as well as policies and procedures relating to the confidentiality and security of the data. The Department shall determine the time and manner for making such material available.

Section 14. Prohibition on the Sale of PHI or Electronic Health Records. Contractor shall comply with the provisions set forth in 45 CFR § 164.502(a)(5), which relate to the prohibition on the sale of electronic health records and PHI.

IV. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Section 1. Uses and Disclosures of Personal Data. Contractor agrees to use or disclose Personal Data that it receives from and/or creates or receives on behalf of the Department only as specified in this Section IV or as required by law.

A. To Perform its Obligations. Contractor may use or disclose Personal Data, or create Personal Data on behalf of the Department, as is necessary for Contractor to administer or perform the functions, activities and services that are required to satisfy its obligations under the Contract. This shall include providing the Department with full access to such Personal Data for purposes of auditing the performance of Contractor as the Department determines is otherwise necessary. Operations shall include reporting to the Department as necessary to fulfill state or federal reporting requirements.

B. For Research or Publication. Contractor agrees that it shall not conduct any research utilizing the Personal Data received in connection with its performance of Vaccination Services under the Contract. Contractor agrees that it shall not utilize the Personal Data for any publication without the written approval of the Department for the specific publication.

C. For Management and Administration. Contractor may use or disclose Personal Data that it receives from and/or creates or receives on behalf of the Department for the proper management and administration of Contractor as is set forth in 45 C.F.R. § 164.504(e)(4), provided that such use or disclosure

complies with the requirements of the Contract, this Agreement, and all other applicable state or federal privacy or confidentiality laws.

Section 2. Minimum Necessary. Contractor agrees to take reasonable steps to limit the amount of Personal Data used and/or disclosed pursuant to Section 1 above to the minimum necessary to achieve the purpose of the use and disclosure.

V. OBLIGATIONS OF THE COMMONWEALTH

Section 1. Revocation of Permission to Use Personal Data. The Department shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose Personal Data, to the extent that such changes may affect Contractor's use or disclosure of Personal Data.

Section 2. Restriction to Use or Disclose Personal Data. The Department shall notify Contractor of any restriction to the use or disclosure of Personal Data to which the Department has agreed to the extent that such changes may affect the Contractor's use or disclosure of Personal Data.

Section 3. Notice of Changes and Restrictions. The Department shall notify Contractor of any changes in, or revocation of, permission by an individual to use or disclose Personal Data, to the extent such changes affect Contractor's permitted or required uses and disclosures. If Contractor receives a request to restrict the disclosure of Personal Data directly from an Individual, Contractor shall notify the Department of such request and the Department shall be responsible for making the determination as to whether Contractor shall comply with the Individual's request.

VI. TERMINATION OR COMPLETION

Section 1. Termination Upon Breach of Confidentiality or Security Provisions Applicable to Personal Data. The Department may terminate the Contract immediately upon written notice, if the Department determines, in its sole discretion, that Contractor has materially breached any of its obligations regarding Personal Data. Prior to terminating the Contract as permitted above, the Department, in its sole discretion, may provide an opportunity for Contractor to cure the breach or end the violation. If such an opportunity is provided, but cure is not feasible, or Contractor fails to cure the breach or end the violations within a time period set by the Department, the Department may terminate the Contract immediately upon written notice.

Section 2. Termination is Not Feasible. In the event that termination of this Contract is not feasible, in the Department's sole discretion, Contractor hereby acknowledges that the Department will have the right to report this breach to the appropriate state and/or federal authorities, notwithstanding any other provisions of this Agreement to the contrary.

Section 3. Effect of Termination or Completion.

- A.** Contractor agrees that within 14 days of the termination or completion of its obligation to the Department, it will return or destroy, at the Department's direction and according to standards approved by the Department, any and all Personal Data that it maintains in any form, including Personal Data that is in the possession of its subcontractors or agents and will retain no copies of the Personal Data.
- B.** Notwithstanding the foregoing, to the extent that the Department agrees that if it is not feasible to return or destroy such Personal Data, all protections pertaining to any Personal Data covered by this Agreement shall remain in force and Contractor will limit further uses and disclosures of such Personal Data to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such Personal Data.

Section 4. Transition Assistance. Following the termination of its obligation for any reason, Contractor agrees to provide transition services for the benefit of the Department, including the transfer of Personal Data and other data held by Contractor.

VII. MISCELLANEOUS PROVISIONS

Section 1. Regulatory References. A reference in this Agreement to a section of the Privacy or Security Rule means the section as in effect or as amended.

Section 2. Survival. The obligations of the Contractor under Part VI of this Agreement shall survive the termination of this agreement.

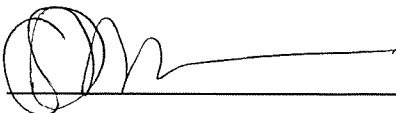
Section 3. Amendment. Contractor and the Department agree to negotiate to amend this Agreement to the extent necessary to allow either party to comply with amendments to applicable state or federal law.

Section 4. Remedies. Nothing in this Agreement shall be construed to waive or limit any of the Department's legal rights or remedies that may arise from Contractor's unauthorized use or disclosure of Personal Data or security breach. The Department's exercise or non-exercise of any authority under the Agreement including, for example, any rights of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations as set forth herein nor be construed as a waiver of any of Contractor's obligations, or as an acceptance of any unsatisfactory practices, or privacy or security failures by Contractor.

Section 5. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Department to comply with applicable state and federal law, including M.G.L. c. 66A, M.G.L. c. 93H, and any other law pertaining to the privacy or security of Personal Data.

The parties hereto have caused their duly authorized representatives to execute this Agreement.

Massachusetts Department of Public Health

By  CECILIA DUNN

Title Deputy Director, Bureau of Infectious Disease & Laboratory Sciences

Date 1/13/21

CIC Health, LLC

By  Stas Gayshan

Title General Counsel

Date 1/13/2021