


COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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CONTRACTOR LEGAL NAME: MASCON INC		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4): 5 COMMONWEALTH AVE WOBURN, MA 01801-1045		Business Mailing Address: 305 South Street, Jamaica Plain MA 02130	
Contract Manager: Kevin Barry	Phone: 781-938-5800	Billing Address (if different):	
E-Mail: kevin.barry@mascon.com	Fax: 781-938-4900	Contract Manager: Eva Beurs	Phone: 781-223-4019
Contractor Vendor Code: VC0001073777		E-Mail: Eva.Beurs@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): MEDISERVICORSORM2M00 _ _ _	
<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 checked="" type="checkbox"/> Department Procurement (includes all grants 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input 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 <u>EFT</u> 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 <u>Prompt Pay Discounts Policy</u> .)			
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/Hlth Care Related Client Serv Provided by Individuals within Orgs			
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 no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of __, 20__, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of __, 20__, a date PRIOR 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>27</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:  Date: <u>3/2/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>JOHN B. OWEN</u> Print Title: <u>PRESIDENT & CEO</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (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 Mobile Vaccine Scope of Work (RFR # 180327)

MEDISERVICESORGM2M00728

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, the Department seeks to increase and expedite appropriate access to COVID-19 vaccines across Massachusetts in accordance with the state's prioritization process;

WHEREAS, the Vaccination Services described herein may include, but are not limited to, vaccination site set up and operations, insurance verification, vaccine administration, post-vaccination adverse event monitoring, recording of all pertinent vaccination data, including but not limited to those data that are required to be reported to the Commonwealth, marketing/recruitment, community engagement, and vaccine education, and answering patient inquiries made via telephone and email; and

WHEREAS, the Vaccination Services described herein are intended primarily to serve identified priority communities with high COVID-19 burden, and priority populations, including communities of color, rural populations, indigenous communities, and individuals with significant access and functional needs, including but not limited to people with mobility challenges; and

WHEREAS, Contractor responded to RFR # 180327 and entered into a Master Agreement contract with the Department of Public Health;

NOW THEREFORE, the parties agree as follows:

SECTION I: 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 or mobile service that DPH has directed Contractor to set up for purpose of providing Vaccination Services approved by DPH and the Executive Office of Health & Human Services

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 law.

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).

Mobile Vaccination Unit: A maximum of five staff members at an Authorized Site who are providing Vaccination Services including on-site registration, vaccine administration, and observation.

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.

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

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

SECTION II: MINIMUM REQUIREMENTS

Contractor certifies that it meets the following minimum requirements:

1. Contractor can source sufficient staff (including appropriate clinical staff and a medical director), PPE, medical waste disposal capacity, vaccination supplies, site supplies, and equipment to complete Vaccination Services for the duration of this engagement.
2. Contractor has the flexibility to move to another Authorized Site upon 7 days notice as directed by the state.
3. Contractor can secure all necessary approvals and permissions to occupy and use the physical space, including mobile units, where any proposed Authorized Site would be located, unless a separate arrangement is approved by DPH.
4. To the extent there is a mechanism available to do so, Contractor will make good faith efforts 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 engagement, 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. Contractor will 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 and notifications, vaccine administration tracking, and recording and reporting all pertinent vaccination data to DPH, including race and ethnicity data, unless the Contractor receives prior approval from DPH to use their own records system.
6. Contractor will maintain the medical record for the Vaccination Services provided at the Authorized Sites in accordance with applicable law.
7. Contractor can complete all necessary steps to enroll in MIIS and shall so register, and shall report all required immunization information to the MIIS in accordance with G.L. c. 111 §24M and 105 CMR 222.
8. Contractor will comply with the Commonwealth COVID-19 Vaccination Plan regarding 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 Engagement 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 Engagement.

9. Contractor will enroll in and comply with all terms of 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. Contractor can secure all equipment necessary to establish mobile or site-specific vaccine administration locations and perform the services required under this Engagement.
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 will be:
 - 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 Centers for Disease Control and Prevention (CDC) and DPH, including proper PPE donning and doffing practices; and
 - D. Able to provide linguistically and culturally competent care to patients;
14. Where specified in **Exhibit A** for an Authorized Site, Contractor will, directly or by subcontract with community-based organizations, provide community engagement to increase vaccine interest and confidence and to decrease barriers to vaccination, including but not limited to providing educational materials, participating in community meetings, and performing door-to-door outreach.

SECTION III. SERVICES

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

1. DPH will provide direction regarding Authorized Sites in **Exhibit A**, and as such form may be amended from time to time. As set forth below and specified in the applicable **Exhibit A**, 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.
2. Contractor may reject the assignment of an Authorized Site, provided that in order to do so Contractor must notify DPH in writing within 24 hours of being assigned an Authorized Site that it rejects this assignment (unless DPH agrees to an extension).
3. Contractor must utilize a state-approved platform and only that platform for scheduling, complete collection of patient demographic and billing information, patient notifications, and reporting all vaccine administration to the state, unless the Contractor receives prior approval from DPH to use their own platform. 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 Engagement.
4. Contractor must provide all staff, equipment, supplies, and logistical support to perform Vaccine Services. This will include sourcing vaccine storage equipment and PPE. Contractor must ensure that staff are qualified to administer vaccines as is authorized by the Department of Public Health.¹

As part of vaccine administration, Contractor must be able to perform the following for any individual receiving a vaccine:

- A. Provide culturally and linguistically competent services, responsive care and services to the populations served at an Authorized Site, including but not limited to making good faith efforts to ensure that clinic scheduling and clinic sites are accessible, including provision of translated materials and interpreter services;
- B. 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);
- C. Evaluate an individual's eligibility for receiving a vaccine, based on the most current vaccine guidance and protocols approved or issued by DPH;
- D. Administer the vaccine pursuant to and in accordance with the terms of the EUA and the order of an appropriately licensed provider identified by the Contractor;
- E. Ensure that vaccine administrators and other staff follow all relevant infection control protocols (e.g., wearing appropriate PPE);

- F. Ensure the Authorized Site provides 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;
 - G. 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.
 - H. Fully document the encounter; and
 - I. 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 maintain good public health practices while providing Vaccination Services including but not limited to ensuring all staff and patients wear masks and practice social distancing while at the Authorized Site including in any patient waiting areas or queues.
 6. Contractor must be able to coordinate with sites and schedule a vaccine clinic at least 24 hours in advance and provide a method for patients to register without pre-scheduled appointments. For individual patients' registration, it is preferred that Contractor collect information and schedule appointments in advance, preferably through an online platform; however, the Contractor must be able to accommodate patients who did not register in advance even when a scheduling system is used. The Contractor must also provide a dedicated telephone number by which patients may register in advance for appointments. Telephonic communication must be accessible to individuals who are Deaf (e.g., through TTY or MassRelay).
 7. Contractor must adhere to the following guidelines regarding vaccine storage, as further detailed in **Exhibit B** and **Exhibit C**:
 - A. Vaccine shall be stored according to the applicable EUA and current guidance from CDC.
 - B. Vaccines that can be stored at 2°C to 8°C should be stored in purpose-built units or pharmaceutical-grade units. They are designed specifically for the storage of vaccines.
 - 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). If Contractor does not have access to ultra-cold storage notice must be immediately provided to the Department. Contractor then must have arrangements made to secure a dry ice vendor and able to replenish dry ice in the thermal shipper every 5 days for no longer than a 30-day period. 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.

E. 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.

8. Vaccine administration and storage protocols must be approved by Contractor's medical director, and minimally must comply with the requirements of this Engagement, the protocols and requirements described in **Exhibit B** and **Exhibit C** and current DPH and CDC guidance. Protocols must be updated as necessary to ensure compliance with updated guidance. Contractor shall submit to DPH immediately upon request from DPH, and implement and modification directed by DPH.
9. When applicable, 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, if necessary based on the type of vaccine administered. This plan must take into consideration the following factors, as detailed in **Exhibit B** and 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. These reminders may take the form of personal vaccination card, email, text message 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.

A system should be developed for recalling patients 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.

10. Contractor must ensure that linguistically and culturally competent 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 CDC and 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.
11. 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 in approximately 24 hours depending on the nature of the inquiry. 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 approximately 24 hours.. Telephonic communication must be accessible to individuals who are Deaf (e.g., through TTY or MassRelay).
12. Contractor may discharge its responsibilities under this Engagement directly or through the use of appropriately qualified subcontractors; provided, however, that Contractor shall remain responsible for the performance of its subcontractors. The Contractor acknowledges and agrees 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.
13. Contractor may establish subcontracts with relevant community-based organizations in each community in which the Contractor has been directed to work by DPH, in order to provide tailored cultural and linguistic support for successful vaccination clinics. Services which may be provided by subcontracted community-based organizations include but are not limited to, providing direction on scheduling and clinic siting, scheduling appointments, providing community engagement such as educational materials, meetings or door-to-door outreach to increase vaccine interest and confidence, and decreasing barriers to vaccination such as transportation to clinics, childcare and/or eldercare, and technology.

SECTION IV. REPORTING

1. In addition to the required MIIS reporting discussed supra, Contractor will be required to submit a weekly report to DPH or share access to a web-based dashboard that contains the following metrics (measured daily), by Authorized Site, along with any additional metrics developed by DPH throughout the duration of Vaccination, 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 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.
 - G. Aggregate race and ethnicity data for each patient vaccinated who provided that information, in a format determined by DPH.
 - H. Aggregate data about city of residence and occupation, where such information is provided by the patient.
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 Engagement, 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 Engagement, Contractor's performance of the terms of this Contract, or any other item related to the Engagement.
 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 Engagement.
2. To the extent there is a mechanism available to do so, Contractor will make good faith efforts 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 engagement, 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.
3. DPH shall pay Contractor the \$60 per hour per staff member rate only for staff members included within a Mobile Vaccination Unit selected to provide services at an Authorized Site. For the purposes of calculating payment, a Mobile Vaccination Unit may not consist of more than five staff members whose roles include on-site patient registration, other on-site

administrative services, vaccine administration or observation.

4. DPH may authorize Contractors to send more than one Mobile Vaccination Unit to a single Authorized Site if necessary to serve the expected volume of patients but DPH will only pay for Mobile Vaccination Units that were directed by DPH to provide Vaccination Services at Authorized Sites. Hours eligible for the \$60 per hour per staff member rate include the hours in which a Mobile Vaccination Unit is directly engaged in on-site Vaccination Services including patient registration, vaccine administration, and patient observation, plus a maximum of (2) hours of transportation time and a maximum of (2) total hours for site set up and breakdown time. Transportation time may include time spent traveling to the Authorized Site. Providers should record transportation time only for the staff members engaged in transportation. On an exception basis, a Contractor may bill more than 2 hours of transportation time if authorized to do so in writing by EOHHS and an exceptional amount of travel is required for a particular assignment.
5. DPH shall pay Contractor a *Vaccination Backstop Payment*, if applicable, of \$33.88 per first dose vaccination and \$56.78 per second dose 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 hold such amount in trust for a period of up to 100 days and within ten (10) business days prior to the end of the trust period Contractor shall refund DPH an amount equal to the credit.
6. 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 Engagement.
7. 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.
8. Payment will be in accordance with this Engagement, including the State Standard Contract Form and the Commonwealth Terms and Conditions.
9. Payment pursuant to this Engagement 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.
10. Contractor must accept as payment in full for all services provided under the Engagement:

A) The payment for medical services made to the Contractor by a patient's insurer (or another third-party payor),

B) The Vaccination Backstop Payments by DPH as described in this **Section V**, if applicable, and

C) The per hour per staff member rate of \$60 for staff members included within a Mobile Vaccination Unit selected to provide services at an Authorized Site

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 Engagement, 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. 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 Engagement 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.
2. 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:

Kevin Barry
Kevin.Barry@mascon.com

3. If any clause or provision of this Engagement 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 Engagement.
4. This Engagement shall expire December 31, 2021. At the option of DPH, the Engagement may be extended.
5. Contractor may utilize subcontractors to perform its obligations under this Engagement. 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 Engagement. 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 Engagement. The use of subcontractors shall not cause any additional administrative burden on DPH as a result of the use of multiple entities.
6. DPH additionally reserves the right, at its sole discretion, to amend the Engagement 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 Engagement. 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.
7. 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's approval.
8. 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 upon reasonable notice, 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.
9. Contractor agrees to comply with applicable state and federal laws governing privacy and security of personally identifiable information, and to so obligate its subcontractors. By executing this Engagement, Contractor certifies that: (i) Contractor is a Covered Entity; or (ii) Contractor is a Business Associate of another Covered Entity relevant to this Engagement, (iii) or otherwise compliant with HIPAA and other applicable law. If the Contractor cannot satisfy any of the aforementioned certifications, the Contractor shall

provide immediate notice to DPH prior to providing services under this Engagement, and shall promptly execute and comply with any amendment to this Engagement 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.

For the avoidance of doubt, such amendments may require compliance with obligations in addition to those applicable to a Business Associate under HIPAA. Such capitalized terms, not defined in this Engagement, shall be construed in a manner consistent with HIPAA Rules at 45 CFR Parts 160, 162 and 164.

Exhibit A

DPH Direction to Contractor Regarding Authorized Sites

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

- ___ Establish a site-based Vaccination Service site at [Location(s)]; and provide Vaccination Services for no more than [X] hours per day, beginning on [DATE], until [DATE] or such time as DPH provides further direction to Contractor, (“Authorized Site(s)”; 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 Engagement, for no more than [X] hours per day, beginning on [DATE], until [DATE] or such time as DPH provides further direction to Contractor and
- ___ Indicate if any subcontracts with community-based organizations. Specifically:

Unless Contractor rejects this assignment in writing within 24 hours of receipt, Contractor must provide Vaccination Services at this/these Authorized Site(s), in accordance with all terms of this Engagement.

By: _____

(Signature)

(Printed Name)

(Official Title)

(Date)

Exhibit B

Guide to Applying to Administer the COVID-19 Vaccine

The below guidance must be adhered to when running a mobile 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. 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](#).

3. 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.

4. 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](#)
 - CDC guidance: preparing for the potential management of anaphylaxis after COVID-19 vaccination <https://www.cdc.gov/vaccines/covid-19/clinical-considerations/managing-anaphylaxis.html>

5. 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 with 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 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 members should be linguistically and culturally competent.
 - 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
 - Optional: 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 C

Checklist for Best Practices for Vaccination Sites

Contractors must confirm that they can maintain compliance with the CDCs current guidance for vaccination.

COVID-19 Vaccination | CDC

Alternatively, Contractors may choose to meet all of the requirements and follow all of the recommendations on the following vaccination clinic checklist.

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



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

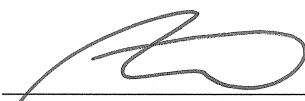
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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
John R. Chen	President & CEO
Feng-Yow Chen	CFO
Kevin Barry	VP Operations

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.



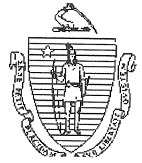
Signature

Date: March 2, 2021

Title: President & CEO

Telephone: 781-938-5800

Issued May
2004



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

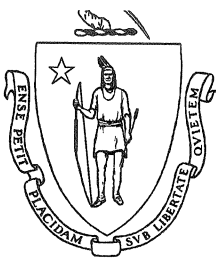
CONTRACTOR VENDOR/CUSTOMER CODE:

Fax: 781-938-4900

Email: john.chen@mascon.com

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: Mascon, Inc.

Vendor Code (VCUST): VC0001073777

Contract/RFR Number(s): 180327

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's Vendor Web system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% - 10 Days
4% - 15 Days
3% - 20 Days
2% - 30 Days

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
2%	10 Days
1%	15 Days
0%	20 Days
0%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature [Signature] Date: 3/2/21

Contractor/ Bidder Authorized Signatory Print Name and Title: PARSONS & CEO