

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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<b>CONTRACTOR LEGAL NAME:</b> CURATIVE MEDICAL ASSOCIATES INC		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address: (W-9, W-4):</b> 279 E ARROW HWY BLDG A SAN DIMAS, CA 91773-3319		<b>Business Mailing Address:</b> 305 South Street, Jamaica Plain MA 02130	
<b>Contract Manager:</b> Ryan Sounders	<b>Phone:</b> 626-387-3809	<b>Billing Address (if different):</b>	
<b>E-Mail:</b> Ryansounders@curative.com	<b>Fax:</b>	<b>Contract Manager:</b> Eva Beurs	<b>Phone:</b> 617-983-6225
<b>Contractor Vendor Code:</b> VC0001216792		<b>E-Mail:</b> Eva.Beurs@mass.gov	
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address ID must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> VACCINATIONSERVCOVID_ _ _	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <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 815 CMR 2.00) (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)		Enter Current Contract End Date <u>Prior</u> to Amendment: __, 20 __ Enter Amendment Amount: \$ __ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <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			
<b>COMPENSATION: (Check ONE option):</b> 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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ _____			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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 Mass Vaccination Services			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 checked="" type="checkbox"/> 3. were incurred as of <u>01/25, 20 21</u> , 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.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 20 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.			
<b>CERTIFICATIONS:</b> 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Tam Wilson</u> Date: <u>2/2/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Tam D Wilson</u> Print Title: <u>CEO</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Susan Mustacchi</u> Date: <u>2/2/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Susan Mustacchi</u> Print Title: <u>Director, Purchase of Service Office</u>	

## **COVID-19 Mass Vaccination Site Contract**

**ID # VACCINATIONSERVCOVID702**

This Mass Vaccination Site Contract (the “Contract”) is by and between the Massachusetts Department of Public Health (“DPH” or “the Department”) and CURATIVE MEDICAL ASSOCIATES INC (“Contractor”), and shall be effective on January 25, 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, 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, and answering patient inquiries made via telephone and email; and

WHEREAS, Contractor has been deemed appropriate and has agreed to provide or arrange for 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 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).

**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:** appointment based 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 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, 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
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 will 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. 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 and notifications, 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. Contractor shall maintain the medical record for the Vaccination Services provided at the Authorized Sites in accordance with applicable law.
7. Contractor shall complete all necessary steps to enroll in MIIS and shall register and report 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 mobile or 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 Health<sup>1</sup>

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

- 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 30 days and only so long as Contractor continues to comply with the terms of this Contract. Either Party may elect to discontinue providing Vaccination Services at an Authorized Site at any time after the initial 30-day period. The Party electing to terminate Vaccination Services must provide written notice of termination plans. Contractor must provide the notice 45 days in advance of termination of Vaccination Services. DPH must provide such notice 30 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 24 hours of being assigned an Authorized Site that it rejects this assignment (unless DPH agrees to an extension).
2. 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 Contract.
3. 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.<sup>1</sup>

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. Schedule appointments for Vaccination Services. Contractor shall not provide Vaccination Services to any individual who does not have an appointment.

- 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 a Commonwealth 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;
  - E. Ensuring that vaccine administrators and other staff follow all relevant infection control protocols (e.g., wearing appropriate PPE);
  - F. 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;
  - 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.
4. 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 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.

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.

5. 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.

6. 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. 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 vaccinees for the 2<sup>nd</sup> 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.

- 7. 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 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.
- 8. 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.
- 9. Contractor may discharge its responsibilities under this Contract 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.

#### **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 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. 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.
3. Contractor shall 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.
4. DPH shall pay Contractor a *Vaccination Backstop Payment* specified in the Exhibit C, if applicable, \$45.00 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 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.

5. 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**, if applicable, 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;
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 contract.
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 Contract, including the State Standard Contract Form and the Commonwealth Terms and Conditions.
9. Contractor is not entitled to payment of the Vaccination Administration Payment if it fails to comply with all conditions of the Contract.
10. 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.
11. 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.
12. 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 and Exhibit C**, 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 and Exhibit B**.

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](mailto: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](mailto:Elizabeth.ScurriaMorgan@mass.gov)

### **To the Contractor:**

Ryan Sounders, Counsel  
[Ryansounders@curative.com](mailto:Ryansounders@curative.com)

CURATIVE MEDICAL ASSOCIATES INC  
279 E. Arrow Hwy. Ste 201  
San Dimas, CA 91773

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. Either Party shall have the option to modify, increase, reduce or terminate any activity related to this Contract whenever, in its judgment 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, the affected Party shall provide written notice of such action to the other and the parties shall negotiate in good faith to implement any such changes proposed.
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 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.

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. By executing this Contract, and to memorialize compliance for permitted disclosures of Protected Health Information under HIPAA, including disclosures for Treatment, Payment, and Health Care Operations purposes, Contractor certifies that: (i) Contractor is a Covered Entity; or (ii) Contractor is a Business Associate of another Covered Entity relevant to this Contract, (iii) or otherwise complaint with HIPAA for such disclosures. If the Contractor cannot satisfy any of the aforementioned HIPAA certifications, the Contractor shall provide immediate notice to DPH prior to providing services under this Contract, and 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.

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 Contract, shall be construed in a manner consistent with HIPAA Rules at 45 CFR Parts 160, 162 and 164.

**Exhibit A.1**

**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 50 Ferncroft Rd, Danvers, MA 01923; and provide Vaccination Services beginning on date to be mutually agreed, but no sooner than January 25, 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, Bureau of Infectious Disease and Laboratory Sciences, DPH  
(Official Title)

1/21/21  
(Date)

**Exhibit A.2**

**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 1655 Boston Rd, Springfield, MA 01129 and provide Vaccination Services beginning on date to be mutually agreed, but no sooner than January 25, 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: Cecilia Dunn  
(Signature)

CECILIA DUNN  
(Printed Name)

Deputy Director  
Bureau of Infectious Disease & Laboratory Sciences, DPH  
(Official Title)

1/21/21  
(Date)



## Exhibit B

### Estimated Approved Overhead and Equipment Costs Associated with Authorized Sites

Estimated Approved Costs for Authorized Site at 50 Ferncroft Rd, Danvers MA 01923:

Site Services	Security services	2 security guards	Weekly	\$17,472
	Traffic control	Hours: 8:00-6:00	Weekly	\$3,460
<b>Total weekly maximum</b>				<b>\$20,932</b>

Estimated Approved Costs for Authorized Site at 1655 Boston Rd, Springfield, MA 01129:

Site Services	Security services	2 security guards	Weekly	\$17,472
<b>Total weekly maximum</b>				<b>\$17,472</b>

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 Backstop Payment Rates**

#### **I. Vaccination Backstop Payment Rates**

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

- a) 50 Ferncroft Rd, Danvers, MA 01923
- b) 1555 Boston Rd., Springfield, MA 01129

<b>Date Range</b>	<b>Vaccination Backstop Payment Rates</b>
January 25th – February 28 <sup>th</sup>	\$45.00
March 1 <sup>st</sup>	Subject to renegotiation

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

## 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](mailto: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. 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](https://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](#)
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 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](https://www.izsummitpartners.org/content/uploads/2017/02/NAHS-Vaccination-Clinic-Checklist_v2.pdf)