



MassHealth Special Program Provider Contract

This MassHealth Special Program Provider Contract (the “Contract”) dated as of _____, is by and between the **Commonwealth of Massachusetts Executive Office of Health and Human Services** (hereinafter, the “Executive Office”), with a business address of One Ashburton Place, Boston, Massachusetts 02108 and

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

with a principal place of business located at

(Doing Business As (DBA) Name of Provider)

In consideration of the mutual promises contained herein, the parties agree as follows.

- I. The Provider agrees:
 - A. To comply with all state and federal statutes, rules, and regulations applicable to the provider’s participation in MassHealth, including, but not limited to, 42 CFR §431.107.
 - B. To provide services to eligible members without regard to religion, race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. and its implementing regulations at 45 CFR Part 80), and without regard to disability in compliance with Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 and its implementing regulations at 45 CFR Part 84).
 - C. To keep such records as are necessary to fully disclose the extent of the services to members and preserve these records for a minimum of six years.
 - D. To furnish the Executive Office and any other state and federal officials and agencies or their designees, upon request, with such information, including copies of medical records, regarding any services for which payment was claimed from MassHealth, to the extent permitted or authorized by law.
 - E. To comply with disclosure requirements at 42 CFR 455, Subpart B.
 - F. To furnish to MassHealth its national provider identifier (NPI) if eligible for an NPI; and include its NPI on all claims.
 - G. That all information submitted to MassHealth on or with the Provider Application that has been incorporated by reference into this Contract is true, accurate, and complete; and that any information submitted to MassHealth about future changes in, or amendments to, the information submitted on or with the Provider Application shall be true, accurate, and complete.
 - H. To notify MassHealth, in writing, of any change in the information submitted on or with the Provider Application, within 14 days of the date on which the Provider becomes aware of such change; to notify MassHealth within three days of receiving any written communication that indicates an intention, conditionally or otherwise, to revoke, void, suspend, delay, or deny the issuance, renewal, or extension of any license, certificate, or other statement of qualification that constitutes a MassHealth eligibility criterion for its particular provider type; and to notify MassHealth, in writing, within three days of expressing to an issuing agency any intention or desire to surrender, terminate, or substantially modify any such license, certificate, or other statement of qualification.

II. The Executive Office agrees:

To reimburse the provider at rates contained in applicable Executive Office of Health and Human Services regulations or as determined by MassHealth based on individual consideration where no rate is otherwise established by regulation, for all payable services and goods actually and properly delivered to eligible members and properly billed to MassHealth both in accordance with the terms of this Contract and in accordance with all applicable federal and state laws, regulations, rules, and fee schedules.

III. The Provider and MassHealth mutually agree:

- A. That this Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts; that the terms of this Contract shall be construed, to the extent possible, so as to be consistent with applicable federal and state laws and regulations; and that, if a court finds any provision of this Contract to be illegal or ineffective, the remainder of this Contract shall not be affected thereby.
- B. That the entire agreement of the parties is contained in this Contract, taken together with the laws, regulations, and rules that govern MassHealth; that this Contract supersedes all previous provider agreements, contracts, negotiations, and verbal agreements between the parties; and that the following attachments will be deemed to be part of this Contract:
 - i. the Provider Application of the above-named Provider, dated _____ (insert date from Provider Application), and any changes or amendments thereto accepted or agreed to by MassHealth; and
 - ii. any Special Conditions that indicate they are to be incorporated into this Contract and that are signed by both parties to this Contract.
- C. That this Contract shall take effect upon notification of acceptance by MassHealth and shall continue in effect until terminated by either party upon written notice to the other party; and that MassHealth may not terminate this Contract without affording to the Provider any applicable right to contest such termination available under federal and state law and regulation that has been properly requested by the Provider.

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

PROVIDER

(Legal Name of Provider)

By: _____ Name: _____
(Signature) (Printed Name)

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

Title: _____ Date: _____

Do not write below this line.

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

By: _____ Name: _____
(Signature) (Printed Name)

Title: _____ Date: _____