

Rest Home Provider Contract

This Rest Home Provider Contract (the “Contract”), dated as of _____ is between the Commonwealth of Massachusetts Executive Office of Health and Human Services (EOHHS), with a business address of 100 Hancock Street, Quincy, Massachusetts, 02171; and

(Legal Name of the Rest Home, hereinafter, the “Rest Home”)

doing business as

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

Recitals

Whereas, EOHHS desires to make its Medicaid Management Information System (“MMIS”) system available to rest homes for the purpose of processing claims on behalf of the Department of Transitional Assistance (DTA) for rest home services delivered to DTA clients receiving Supplemental Security Income (SSI), pursuant to an ISA between EOHHS and DTA,

Whereas, the Rest Home desires to submit claims for DTA clients under the terms and conditions set forth in this Contract,

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

1. The term of this Contract commences on the date stated above and continues until terminated as set forth in this Contract or under the applicable laws.
2. The Rest Home agrees to bill for rest home services in accordance with the executed Trading Partner Agreement. Such claims shall be for Department of Transitional Assistance (“DTA”) clients receiving Supplemental Security Income (SSI) and shall be submitted consistent with generally accepted professional standards and in conformance with Massachusetts Department of Public Health requirements, t
3. The DTA requirements, Rest Home Billing Instructions for Providers, the NewMMIS Job Aid: Submit a Residential Care Home Claim, as may be updated from time to time, and other applicable guidance and laws, existing now or during the term of this Contract.
4. The Rest Home agrees to submit all claims for payment to EOHHS in a manner that complies with the “Rest Home Billing Instructions” for DTA provider claims and 101 CMR 204.00.
5. The Rest Home agrees to furnish EOHHS its national provider identifier (NPI) if eligible for an NPI; and include its NPI on all claims.
6. EOHHS will make payments on behalf of DTA to the Rest Home for claims submitted to EOHHS in accordance with all applicable laws and regulations at rates established in regulation at 101 CMR 204.00.

7. The Rest Home shall repay to EOHHS any amounts resulting from any overpayment, or otherwise, in accordance with 101 CMR 204.00 and all other applicable laws. Rest Home agrees that EOHHS shall recoup any such amounts owed to DTA from amounts owed the Rest Home for services rendered.
8. During the entire term of this Contract, the Rest Home shall have a license to operate the Facility from the Massachusetts Department of Public Health. EOHHS has no obligation to pay the Rest Home for services rendered before the effective date of the Rest Home's license or after any termination of the Rest Home's license. Notwithstanding any other provision in this Contract, this Contract will automatically terminate, without prior notice, upon the termination of the Rest Home's license to operate the Facility.
9. The Rest Home reaffirms the accuracy of the information provided to EOHHS in its rest home application. The Rest Home shall notify EOHHS, in writing, of any change in the information the Provider has submitted to EOHHS in its application, within 14 days of the change.
10. The Rest Home shall recognize that in the performance of this Contract it is a holder of personal data as defined in M.G.L. c. 66A and 42 CFR 431, Subpart F. The Rest Home shall comply with all applicable regulatory and statutory requirements, including, but not limited to, those set forth in M.G.L. c. 66A and 101 CMR 8.01-8.10.
11. The Rest Home shall inform each of its employees having any involvement with personal data or other confidential information, whether with regard to design, development, operation, or maintenance, of the laws and regulations relating to confidentiality.
12. The Rest Home shall take reasonable steps to ensure the physical security of personal data or other confidential information under its control, including, but not limited to fire protection; protection against smoke and water damage; alarm systems; locked files, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; and passwords, access logs, badges, or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data by ensuring limited terminal access. The Rest Home shall include in all of its contracts with subcontractors the provisions of this Contract concerning the confidentiality of personal data and information.
13. Either party may terminate this Contract without cause upon no less than 90 days' prior written notice to the other party specifying the termination date, unless applicable laws require otherwise.
14. In the event of the termination or expiration of this Contract, rejection of this Contract by the Rest Home, or if the Rest Home otherwise withdraws from providing care delivered to Department of Transitional Assistance ("DTA") clients receiving Supplemental Security Income (SSI), the Rest Home shall have the obligations imposed upon a withdrawing provider by this Contract or applicable laws.
15. If the Rest Home fails to meet its obligations under this Contract or has otherwise violated the laws, regulations, or rules that govern its participation as a rest home, EOHHS may take any or all actions under this Contract, law, or equity. Without limiting the above, if EOHHS determines that continuation of this Contract may threaten or endanger the health, safety, or welfare of individuals receiving Rest Home services or compromise the integrity of the rest home program, EOHHS without prior notice, may immediately terminate this Contract or take any or all other actions under this Contract, law, or equity.
16. The Rest Home shall maintain and retain any records necessary, to substantiate any claims for payment submitted by the Rest Home to EOHHS for services delivered to Department of Transitional Assistance ("DTA") clients receiving Supplemental Security Income (SSI), or as otherwise required by EOHHS, DTA or applicable laws. Such records must be, upon request, made available and provided to EOHHS and other government agencies as provided in applicable laws.
17. The Rest Home, its employees, subcontractors, and any other of its agents, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of EOHHS or the Commonwealth of Massachusetts.

18. The Rest Home shall indemnify and hold harmless EOHHS and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses that EOHHS or the Commonwealth may sustain, incur, or be required to pay for third-party claims or suits, arising out of or in connection with the breach of its obligations under the Contract, or any negligent action or inaction or willful misconduct of the Rest Home, or any person employed by the Rest Home, or any of its subcontractors, if the Rest Home is notified of any claim within a reasonable time from when EOHHS becomes aware of the claim and the Rest Home is afforded an opportunity to participate in the defense of such claim.
19. The Rest Home is responsible for any direct, consequential, incidental, or other damages EOHHS and the Commonwealth suffer as a result of the Rest Home's breach of its obligations under this Contract, or damages arising out of or in connection with the Rest Home's performance of the Contract.
20. All Contract payments hereunder are subject to appropriation pursuant to M.G.L. c. 29, § 26 and will be limited to the amount appropriated therefor to the extent permitted under applicable state and federal laws.
21. The Rest Home shall comply with all federal and state applicable laws promoting fair employment practices and prohibiting unfair labor practices. The Rest Home shall not discriminate in employment based on race, color, religion, national origin, disability, age, sex, sexual orientation, or status as a recipient of public assistance, and shall comply with all applicable laws.
22. This Contract, including all rights, obligations, matters of construction, validity, and performance, is governed by the laws of the Commonwealth of Massachusetts.
23. Any and all actions arising out of or relating to this Contract will be brought, maintained, and enforced in a state or federal court in the Commonwealth of Massachusetts, or administrative agency of the Commonwealth, that shall have exclusive jurisdiction and venue over such actions.
24. Nothing in this Contract, including, but not limited to, Section 22, will be construed to be a waiver by EOHHS of its rights under the doctrine of sovereign immunity and the Eleventh Amendment to the United States Constitution.
25. The terms of this Contract shall be construed, to the extent possible, to be consistent with applicable federal and state laws and regulations. Any determination that any provision of this Contract is invalid, illegal, or unenforceable in any respect will not affect the validity, legality, or enforceability of any other provision of this Contract.
26. EOHHS will not be deemed to have waived any of its rights under the terms of this Contract, unless such waiver is set forth in a written amendment to this Contract executed by the parties. No delay or omission on the part of EOHHS in exercising any right will operate as a waiver of such right or any other right. A waiver by EOHHS on any occasion will not be construed as a bar to or waiver of any right or remedy on any future occasion.
27. The parties agree that this Contract, and all previous and subsequent Rest Home Contracts or other agreements entered into by the Rest Home and EOHHS, constitute a single contract for purposes of payment of amounts owed to EOHHS by the Rest Home and recoupment by EOHHS of amounts owed by the Rest Home.
28. This Contract may be amended only by an agreement in writing, executed by duly authorized representatives of the parties.
29. The term "applicable laws," as used in this Contract, means, without limitation, all federal and state laws, and the regulations, policies, and procedures of EOHHS and DTA, all as existing now or during the term of this Contract. All applicable laws are hereby incorporated into this Contract by reference.
30. The Rest Home shall not assign or transfer any liability, responsibility, obligation, duty, or interest under this Contract

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

PROVIDER

(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: _____