COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

MASSHEALTH ROBOTICS PROCESSING AUTOMATION (RPA) AGREEMENT

This Robotics Processing Automation ("RPA") Agreement ("Agreement") is made as of __, 20__, between the Executive Office of Health and Human Services ("MassHealth") and
_____ ("Organization").
Legal Name of Organization (please print)   *Provider ID/Service Location Number*

The Organization (provider, business partner, authorized billing vendor or other entity) enrolled with MassHealth intends to conduct transactions on MassHealth's Medicaid Management Information System ("MMIS") Provider Online Service Center ("POSC") using RPA tools (AKA "bots"). The Organization agrees to the following:

1) The Organization is wholly responsible for the actions of its bot within the MMIS POSC.

2) Subject to item 6), below, the terms of the MassHealth RPA Policy ("RPA Policy") are hereby incorporated by reference into this Agreement. The RPA Policy can be found at the MassHealth Robotics Processing Automation (RPA) Policy page, and the July 2022 version of the RPA Policy is attached hereto as Appendix A.

3) The Organization acknowledges that it has completely read, understands, and agrees to abide by the terms of the RPA Policy.

4) The Organization will continuously abide by the terms of the RPA Policy or immediately terminate its use of RPA tools/bots within the MMIS POSC.

5) If the Organization violates the RPA Policy, it will be subject to remedial actions or sanctions as determined appropriate by MassHealth, which may include but are not limited to termination of the Organization's ability to use RPA tools/bots on the POSC or administrative fines under 130 CMR 450.239. For the avoidance of doubt, the Organization expressly agrees that the RPA Policy is among the rules, regulations, standards, and laws governing MassHealth for purposes of 130 CMR 450.238 *et seq*.

6) MassHealth may amend the terms of this Agreement, or the RPA Policy as incorporated by reference herein in item 2), from time to time. To implement such an amendment, MassHealth will provide reasonable notice of changes by email to the designated contact on the Organization's approved Stage II Registration Form and by appropriate formal written issuance posted to the Mass.gov website. For purposes of this item 6), reasonable notice shall be at least 30 days before implementation of the amendment, unless MassHealth reasonably determines that less notice, or no notice, is necessary for the security of the POSC, or MassHealth reasonably determines that the amendment is required in order for MassHealth or the Organization to comply with applicable laws or regulations. The Organization shall be responsible for checking the Mass.gov website periodically and MassHealth communications for such updates. An Organization's continued use of bots on the POSC after the implementation of an amendment shall constitute acknowledgement and acceptance of any amendment to the RPA Policy.

By signing this Agreement, the Organization, as executed by its duly authorized representative, hereby acknowledges that it has completely read, understands, and agrees to the terms of the Agreement.

_____

Legal Name of Organization *(please print*)

_____

Organization's Authorized Signature *(signature required - digital/electronic signature is acceptable)*

_____ _____

Printed Name of Signer   Date

_____ _____

Email Address   Phone Number