



MassHealth Provider Contract

Provider Contract between the Commonwealth of Massachusetts, acting by and through its Executive Office of Health and Human Services, Office of Medicaid (MassHealth), and

Legal Name of Corporation, Partnership or Trust (hereinafter the "Provider"),

with a principal place of business located at:

Address Line 1: _____

Address Line 2: _____ County: _____

City: _____ State: ____ Zip: _____

In consideration of the mutual promises contained in this document, 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;
- 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 handicap 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 disclose fully the extent of the services to members and to preserve these records for a minimum period of four years;
- D. to furnish MassHealth and any other state and federal officials and agencies or their designees, upon request, with such information, including copies of medical records, about any services for which payment was claimed from MassHealth, to the extent permitted or authorized by law;
- E. to comply with 42 CFR §455.105 by submitting, within 35 days after the date of a request by the federal secretary of Health and Human Services or MassHealth, full and complete information about:
 - 1. the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - 2. any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the five-year period ending on the date of the request; and
- F. to furnish to MassHealth its national provider identifier (NPI), if eligible for an NPI, and include its NPI on all claims.

II. MassHealth agrees

to pay the Provider at the rates set by the Massachusetts Division of Health Care Finance and Policy or contained in the applicable MassHealth fee schedules 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 Provider Contract and in accordance with all applicable federal and state laws, regulations, rules, and fee schedules.

III. Trading Partnership

For the purposes of this section of the Provider Agreement, the Provider is referred to as the “The Trading Partner.” Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows:

1. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party’s transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
2. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, the other party.
3. The Trading Partner will conform each electronic transaction submitted to MassHealth to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. MassHealth may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. Only the last issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. MassHealth may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with MassHealth and MassHealth’s Business Associates (i.e., vendors who perform certain functions on MassHealth’s behalf) in such testing of the transmission and processing systems used in connection with MassHealth as MassHealth deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.
5. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

6. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.
7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it will disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from MassHealth, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with MassHealth. The Trading Partner shall notify MassHealth of any event, such as the termination of its relationship with a previously authorized employee or intermediary that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary shall not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with MassHealth, or under applicable laws and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.

IV. The Provider and MassHealth mutually agree:

1. that any Special Conditions that indicate they are to be incorporated into this Provider Contract, and that are signed by both parties to this Contract will be deemed to be part of this Contract, and that in the event of any inconsistency between the Special Conditions and this Contract, the former shall control; and
2. 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.

CERTIFICATION STATEMENTS AND SIGNATURE

I hereby acknowledge that the information provided in this provider application is material to whether I can become a provider or, if I file on behalf of a dental entity, whether the entity will be permitted to become a provider. I hereby represent and warrant under the pains and penalties of perjury that all information provided in this document is true to the best of my knowledge, and I agree to notify MassHealth in the event an error is discovered or when new events occur which alter the validity of any response in this document. I hereby authorize MassHealth to consult with individuals or institutions with which I have been associated and with others, including, but not limited to, past and present malpractice carriers, educational institutions, and state licensing boards, who may have information bearing on my professional competence, character, and ethical qualifications; and authorize the release of any such written or oral verification as needed by MassHealth. I hereby release from liability any such entity, institution, or organization that provides information as part of the application process.

As authorized representative, I certify under the pains and penalties of perjury that:

- I have carefully reviewed this Provider Application and attached documents.
- The tax identification number provided in Column B on page 2 of the application is my correct taxpayer identification number. I am a U.S. person (including an U.S. resident alien).
- All parties of material interest have been identified and include no persons or entities with a potential for profit from self-referral.
- All services are provided by and under the supervision of a licensed dentist in accordance with 234 CMR 5.00 and MassHealth rules and regulations.
- All information in the application and attachments is complete, correct, and true, to the best of my knowledge.

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

Signature _____
Signed under the pains and penalties of perjury

Print Name _____

Title _____ Date _____

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.

**EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES
(MASSHEALTH USE ONLY)**

Signature _____

Print Name _____

Title _____ Date _____