



MassHealth Nonbilling Provider Contract for Individuals

This Nonbilling Provider Contract (this “Contract”) is between the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (hereinafter MassHealth), and

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

(Doing Business As (DBA) Name of Provider)

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

I. The Nonbilling Provider agrees:

- A. and understands that he or she is enrolling in MassHealth as a nonbilling provider because his or her National Provider Identifier (NPI) is or may be included on claims submitted by a MassHealth-participating billing provider;
- B. and understands that he or she may order, refer, prescribe, provide, or supervise the ordering, referring, prescribing, or provision of services to MassHealth members within the scope of his or her licensure, but shall not submit claims to or receive payments from MassHealth;
- C. to comply with all state and federal statutes, rules, and regulations applicable to the nonbilling provider’s participation in MassHealth;
- D. to order, refer, prescribe, or 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), and without regard to age in compliance with Section 6102 of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq. and its implementing regulations at 45 CFR Part 90.1 et seq. and 45 CFR Part 617);
- E. to keep such records as are necessary to disclose fully the extent and medical necessity of the services that the nonbilling provider orders, refers, prescribes, or provides to MassHealth members and to preserve these records for at least six years, or for such a length of time as may be dictated by the generally accepted standards for recordkeeping within the applicable provider type, whichever period is longer;
- F. to furnish MassHealth, the United States Secretary of Health and Human Services, the Attorney General’s Medicaid Fraud Division, the State Auditor, and any other state and federal agency to which disclosure is required by law, upon request, with such information, including copies of medical records, about any services that the nonbilling provider orders, refers, prescribes, or provides to MassHealth members;
- G. to comply with the federal disclosure requirements specified in 42 CFR Part 455, Subpart B;
- H. to furnish to MassHealth the nonbilling provider’s national provider identifier (NPI), and include such NPI on all orders, referrals, and prescriptions for MassHealth members;
- I. to permit the federal Centers for Medicare & Medicaid Services and the MassHealth agency, and their agents and designated contractors, to conduct unannounced onsite inspections of any and all provider locations; and
- J. to notify MassHealth within 14 days of any changes in the information submitted on his or her application.

II. The Nonbilling Provider and MassHealth mutually agree:

- A. that any Special Conditions that indicate they are to be incorporated into this 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
- B. 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 nonbilling provider any applicable right to contest such termination available under federal and state law and regulation that has been properly requested by the provider.

NONBILLING PROVIDER

EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES

(Legal Name of Nonbilling Provider)

Executive Office of Health and Human Service

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed Name)

Name: _____
(Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____