

## **STANDARD TERMS & CONDITIONS**

### **APPLICABLE TO MA-ATR PARTICIPATING PROVIDER AGREEMENT**

Entire Agreement: This Agreement cancels any previous agreements between the parties, and contains all covenants and agreements with respect to the services herein. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Independent Contractor Status/No Agency: This Agreement does not establish a joint venture, partnership or any other formal business organization between the parties except for the relationship set forth herein. PROVIDER will perform services as an independent contractor and not an agent or an employee of MDPH/BSAS or AHP, and PROVIDER shall have no authority to and shall not represent that it has authority to, bind MDPH/BSAS or AHP, or any entity with whom AHP contracts, in any manner. PROVIDER shall be free to determine in its discretion the methods and techniques, that in its opinion, will best accomplish the project under this Agreement; provided, however, that such methods and techniques shall be in accordance with good and reputable business practices, and shall conform to the terms of this Agreement, and any qualifications submitted to MDPH/BSAS to be authorized as MA-ATR Participating PROVIDER.

No Assignment: PROVIDER shall not assign, transfer, or subcontract any obligations or interests under this Agreement.

Amendment and Modification: Any modifications, amendments or supplements to this Agreement will be effective only if in writing, signed by both parties. No handwritten changes on this Agreement shall be effective unless individually initialed by duly authorized signatories.

Construction of Agreement: Each party acknowledges that it has read, requested and received any modifications to this Agreement needed to express the intent of the parties, and any ambiguity found shall not be construed for or against either party.

Third Party Beneficiaries: Nothing in this Agreement shall be construed so as to give any person or entity, other than the parties hereto, any legal or equitable claim or right.

Waiver: Any waiver by either party of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of either party to require exact, full and complete compliance with any terms of this agreement shall not be construed as in any manner changing the terms hereof, or stopping that party from enforcement hereof.

Debarment: PROVIDER certifies that the PROVIDER and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation.

Governing Law: This Agreement and all issues relating to the validity, interpretation, and performance shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

Severability: In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, that provision will be adjusted or limited, rather than voided, if possible,

and this Agreement shall otherwise remain in full force and effect and enforceable.

Survival: Except as otherwise expressly stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration or termination of this Agreement.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

Mutual Cooperation/Other Instruments: Each party shall cooperate with the other party as necessary to further the objectives and give effect to this Agreement. Each party agrees to properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient for the purpose of giving full force and effect to the provisions of this Agreement.

Headings: Paragraph headings are for reference only and shall not affect interpretation of this Agreement.

Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of each party hereto and each party's respective successors, heirs, assigns, and legal representatives.