

This Contract, effective July 16, 2013, and amended by addendum effective September 10, 2014 and January 7, 2015, is hereby amended and restated effective December 28, 2015, further amended by addendum effective July 5, 2016 and June 11, 2018, and hereby further amended and restated effective April 1, 2019 is between the United States Department of Health and Human Services, acting by and through the Centers for Medicare & Medicaid Services (CMS), the Commonwealth of Massachusetts, acting by and through the Executive Office of Health and Human Services (EOHHS) and Commonwealth Care Alliance, Inc. (the Contractor). The Contractor's principal place of business is 30 Winter Street, 12th Floor, Boston, 02108.

WHEREAS, CMS is an agency of the United States, Department of Health and Human Services, responsible, in relevant part, for the administration of the Medicare, Medicaid, and State Children's Health Insurance Programs under Title XVIII, Title IX, Title XI, and Title XXI of the Social Security Act;

WHEREAS, the Massachusetts Executive Office of Health and Human Services is an agency responsible for operating a program of medical assistance under 42 U.S.C. § 1396 et. seq., and M.G.L. c. 118E, designed to pay for medical services for eligible individuals;

WHEREAS, the Contractor is in the business of providing medical services, and CMS and the Massachusetts Executive Office of Health and Human Services desire to purchase such services from the Contractor;

WHEREAS, in accordance with Section 5.8. of the Contract, EOHHS and the Contractor desire to amend the Contract to implement federal regulations related to managed care and to make policy updates;

WHEREAS, the Contractor agrees to furnish these services in accordance with the terms and conditions of this Contract and in compliance with all federal and State laws and regulations;

WHEREAS, this Contract replaces in its entirety the Contract entered into by CMS, EOHHS, and the Contractor executed July 16, 2013, and amended and re-executed on September 10, 2014, January 7, 2015, December 28, 2015, and July 5, 2016, and amended June 11, 2018, provided, however, that any duties, obligations, responsibilities, or requirements that are imposed upon the Contractor in this revised Contract, but that were not imposed upon the Contractor in prior versions of this Contract, or under applicable laws or regulations, shall be prospective in nature only (effective upon the execution of this revised Contract) and shall not be enforced retroactively.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the parties agree as follows: