

## **ATTACHMENT 1 TO AMENDMENT NO. 8**

### **TERMINATED PROVISIONS OF THE CONTRACT**

#### **I University of Massachusetts Contract For Services Purchased**

- A. Section 5.A (Payment),
- B. The portion of Section 5.C (Payment) comprised of a checkbox and reference to Attachment E,
- C. Section 5.D (Payment),
- D. Section 5.F (Payment), and
- E. Section 23 (Role of the University In Deliverable Review/Payment).

#### **II Attachment A – Amendment No. 1, Updated HIX/IES Special Terms and Conditions**

- A. Section 2 (Payments and Compensation), except for the following sentence, which shall survive: "Overpayments shall be reimbursed by the Contractor or may be offset by the University from future payments in accordance with state finance law".
- B. Section 3 (Contractor Payment Mechanism), except for the following provision, which shall survive: "The Contractor shall timely submit invoices and supporting documentation as prescribed in the Contract. The University shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection".
- C. Section 14 (Warranties), except for the following provisions of Section 14 which shall survive as representations rather than warranties:
  - 1. Section 14(a) The Contractor and its subcontractors will be sufficiently staffed and equipped to fulfill Contractor's obligations under the Contract, and
  - 2. Section 14(c) The Contractor shall comply with (i) all federal state and local laws, regulations and guidelines applicable to Contractor, which shall include but is not limited to compliance with all privacy laws, regulations and guidelines, and shall obtain any licenses, permits or registrations necessary for Contractor to be able to provide the deliverables under the Contract; and (ii) all applicable business policies and security requirements of EOHHS, CCA and the University that are referenced or cited in the Contract, inclusive of the RFR",
- D. Section 16 (Key Personnel),

- E. Section 17 (Accessibility),
- F. Section 18 (Software Escrow),
- G. Section 20 (Corrective Action Plan/Failure to Correct Deficiencies),
- H. Section 21 (Set-Off),
- I. Section 22 (Consequential Damages for CMS/CCIO Sanctions),
- J. Section 23 (Right to Cover), but solely to the extent to which Section 23 pertains to any obligations of Contractor other than those set forth in Amendment 8, and
- K. Section 28 (Publicity).

**III Attachment B: Scope of Service/Work** – Scope Of Work, including without limitation Schedule 1, Contractor Program Services, with the exceptions set forth in this Section III.

During the term of the Contract, the following Sections of Schedule 1, Contractor Program Services, shall survive to the extent consistent with the nature and scope of Contractor's performance duties in Amendment No. 8 and insofar as such Sections pertain to data security and privacy in any way:

- A. Section 6.3.4 Organization of Information Security,
- B. Section 6.3.5 Human Resources Security,
- C. Section 6.3.6 Physical and Environmental Security, and
- D. The following subsections of Section 4.5.3.5.8 Security:
  - a. NF20 Conform to All State and Federal Regulatory Compliance Requirements;
  - b. NF21 Comply with Privacy Requirements While Handling Sensitive Data; and
  - c. NF22 (a-c) Address IRS Publication 1075 Requirements Restrictions Regarding Use of Commingled Data.

During the Transition Period only, Section 4.4.11 Work Order 11 Operations and Maintenance of Schedule 1 shall survive consistent with the nature and scope of Contractor's performance duties in Amendment No. 8.

**IV Attachment D: Federal Funding Reporting Requirements**

**V Attachment E: Costs and Payment Terms** (except Cost Table 22.0, "Additional Personnel Rates" to Attachment E, which shall survive during the term of the Contract) for the sole purpose of providing personnel rates for CGI personnel).

**VI Request for Response ("RFR") from Massachusetts Health Insurance Exchange and Integrated Eligibility System (MA HIX/IES): Systems Integrator Procurement**, except for the following Sections, which shall survive during the term of the Contract to the extent consistent with the nature and scope of Contractor's performance duties in Amendment No. 8:

- A. Part One, Section 7 – Definitions,
- B. Subsections 1, 2, 3, 4 and 5 of Section 11(III)(D) – Security and Privacy Requirements,
- C. Part Four – Laws, Rules and Guidelines,
- D. Part Five, Section IX Exhibit – Certificate of Insurance, and
- E. Part Six, Section XV Exhibit – IPawe (Intellectual Property And Work Effort Agreement for Contractor's Employees, Consultants and Agents).

**VII Amendment No. 4**