

EXHIBIT 1

**AMENDMENT NO. 8 BETWEEN
THE COMMONWEALTH OF MASSACHUSETTS
INFORMATION TECHNOLOGY DIVISION
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.**

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THE COMMONWEALTH OF MASSACHUSETTS
INFORMATION TECHNOLOGY DIVISION
AND
CGI TECHNOLOGIES AND SOLUTIONS INC.**

This Amendment No. 8 made this 20th day of June, 2014 (the "Effective Date"), by and between the Commonwealth of Massachusetts Information Technology Division ("ITD") and CGI Technologies and Solutions Inc. (the "Contractor") (collectively the "Parties") amends the Contract for Services Purchased made and entered into by the University of Massachusetts, Worcester Campus ("University") and the Contractor on July 9, 2012, including its Amendment Numbers 1 and 2 effective July 9, 2012; Amendment No. 3 effective December 26, 2012; Amendment No. 4 effective August 13, 2013; and Amendment No. 5 effective March 26, 2014; Amendment No. 6 effective April 18, 2014; and Amendment No. 7 effective April 27, 2014 (the "Contract"). The University assigned the Contract to ITD on March 11, 2014. All terms used in this Amendment No. 8 shall have the same definitions as that set forth in the Contract, unless otherwise defined herein.

WHEREAS, the Parties are entering into a Transition Agreement dated as of the date hereof (the "Transition Agreement");

WHEREAS, the Parties have reached mutually agreeable terms with regard to their respective rights and obligations under the Contract;

WHEREAS, to facilitate the acceleration of the expiration date of the Contract and the initiation of the Transition Services (as hereinafter defined), the Parties wish to decrease the scope of the Contract under Work Orders 1-18, all Change Orders and any work pursuant to an "authorization to proceed" for Change Orders not yet agreed to by the Parties;

WHEREAS, the Parties wish to add Work Order 19 to the Contract, pursuant to which Contractor will provide certain Transition Services (as hereinafter defined);

WHEREAS, the Parties wish to amend the dates of performance of the Contract; and

WHEREAS, Section 20 of the Contract entitled "Amendments" allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **New Contract Period of Performance.** Section 3 of the Contract is hereby revised to specify that the period of performance is from July 9, 2012 to September 12, 2014.
2. **Amendment No. 3.** As of the effective date of this Amendment No. 8, to facilitate the assignment of the Logicworks agreement to ITD, all terms in Amendment No. 3 (including Work Order 9) to the Contract, shall terminate on a no-fault basis. ITD shall provide Contractor with any access to the Logicworks facilities, environments and information which is reasonably required for Contractor to conduct Transition Services

(and any Extended Transition Services). ITD shall also provide Contractor with any additional support relating to Logicworks which is reasonably required for Contractor to conduct Transition Services (and any Extended Transition Services).

3. **Existing Contract Provisions, Work Orders, Change Orders and Amendments.** To facilitate the acceleration of the expiration date of the Contract and the initiation of the Transition Services (as hereinafter defined), the Parties' obligations under Work Orders 1-18 contained in the Contract and all Change Orders (including any "authorizations to proceed" under Change Orders not yet agreed to by the Parties) are hereby replaced by Work Order 19. ITD hereby agrees that Contractor is not obligated to perform any services and has no remaining performance obligations or work to perform under the Contract, including Work Orders 1-18 and all Change Orders (including any "authorizations to proceed" under Change Orders not yet agreed to by the Parties), except (a) Contractor shall commence the steps required to move Release 1.2 to the User Acceptance Testing (UAT) environment within two to three business days after signing this Amendment 8 and shall act in accordance with new Work Order 19, set forth in Attachment 2 to this Amendment No. 8 and incorporated herein, in connection with the migration of such release and (b) as expressly provided in this Amendment No. 8. In accordance with Section 14, the Contract, as amended, shall survive, except that sections of the Contract listed in Attachment 1 to this Amendment No. 8 will be terminated as of the Effective Date of Amendment No. 8, except as otherwise and specifically set forth in Attachment 1.
4. **Negotiation Period Payments.** As of June 7, 2014, there were outstanding invoiced amounts for services performed on a time and materials basis during the Negotiation Period preceding execution of Amendment No. 8 as follows: \$1,386,506.38 for work performed March 17, 2014 through March 29, 2014 ("Invoice 1"); \$1,675,820.63 for work performed March 20, 2014 through April 12, 2014 ("Invoice 2"); \$1,492,361.26 for work performed April 13, 2014 through April 26, 2014 ("Invoice 3"); \$1,601,132.86 for work performed April 27, 2014 through May 10, 2014 ("Invoice 4"); \$1,512,027.18 for work performed May 11, 2014 through May 24, 2014 ("Invoice 5"); and \$1,348,742.84 for work performed May 25, 2014 through June 7, 2014 ("Invoice 6"). Notwithstanding anything to the contrary set forth in this Amendment No. 8, ITD shall accept the foregoing invoices upon execution of the Transition Agreement and ITD shall pay the Contractor for these invoices, totaling \$9,016,591.15, by June 30, 2014. ITD will make good faith efforts to pay such invoices prior to such date. Up to the Effective Date, ITD will accept an invoice containing a true up of Negotiation Period Directive charges for the period between June 7, 2014 and the Effective Date and shall, subject to its right to review such invoices for accuracy and completeness, pay such invoice within fourteen days of receipt thereof.
5. **Termination of Payment Obligations Under the Contract.** ITD has no payment obligations under the Contract except as expressly provided in the Transition Agreement and this Amendment No. 8.
6. **Transition Services.** During the seven (7) week period commencing upon execution of this Amendment No. 8 (the "Transition Period"), Contractor will begin transition services in accordance with new Work Order 19, set forth in Attachment 2 to this Amendment No. 8 and incorporated herein, to transition services to ITD and/or the

incoming information technology vendor as designated by ITD (the "New Contractor") (such services to be provided by Contractor, the "Transition Services"). Except as provided in Section 13 below, Contractor will provide the Transition Services on a time and materials basis at the rates set forth in Cost Table 22.0, "Additional Personnel Rates" to Attachment E to the Contract. Upon the expiration of the Transition Period, Contractor will extend the Transition Services support in the form of shadowing the New Contractor for O&M, Program Determination and Case Management as described below (collectively, the "Extended Transition Services") for the remainder of the Contract Period of Performance, as set forth in more detail in Sections 7, 8 and 9 below (such period, the "Extended Transition Period"). ITD shall identify the disciplines and, subject to the caps on FTEs in Sections 7, 8 and 9 below, the number of resources ITD requires from Contractor for the Extended Transition Period consistent with Section 2.5 of Attachment 2 (Transition Services). Throughout the Transition Period and the Extended Transition Period, as between Contractor and the New Contractor, New Contractor shall have sole responsibility for the quality and acceptability of Deliverables and performance and Contractor shall be responsible solely for shadowing New Contractor. The New Contractor is not a Contractor subcontractor and any background, confidentiality, security, training, IRS standards required of the New Contractor resources during the Transition Services and Extended Transition Services for such access will be addressed via the contract between the New Contractor and ITD. Contractor shall have no liability under the Contract whatsoever, including without limitation, liability for claims of breach of contract, breach of warranty, failure to meet service levels, and failures to protect personal data, federal tax information and other information (including, without limitation, failures to comply with the Health Insurance Portability and Accountability Act ("HIPAA"), Commonwealth Information Technology Division's Security Policies, or other applicable state and federal laws and regulations and Massachusetts Executive Orders relating to confidentiality, privacy and security), with respect to the New Contractor's receipt of, access to, use of and/or modifications to Contract Data or Contract code during the Transition Period and the Extended Transition Period, unless Contractor's breach of the Contract, resulting in a failure to protect such information, comply with such standards, laws or Executive Orders relating to confidentiality, privacy and security, caused the New Contractor's above-referenced breaches and failures or, but for such Contractor breach, the New Contractor's above-referenced breaches and/or failures would not have occurred.

7. **Extended Transition Services Support for O&M.** During the Extended Transition Period, Contractor will provide extended Transition Services in the form of shadowing the New Contractor for the following Operations and Maintenance ("O&M") services (the "Extended Transition O&M Support"), which may be terminated by ITD , upon seven (7) calendar days written notice, at any time:

- (a) An O&M support team of up to eighteen (18) FTEs (with the number of FTEs up to 18 required to be determined by ITD) (the "Extended Transition O&M Support Team") who will engage in shadowing the New Contractor. Contractor will use reasonable efforts to provide an Extended Transition O&M Support Team with resources that represent the range of roles and disciplines needed to shadow the New Contractor in the New Contractor's operation and maintenance of the system, where "operation and maintenance" shall include but not be limited to

the following activities: routing monitoring and maintenance (batch jobs, errors/exceptions, alerts, purging/archiving, space allocations), triage of production incidents for problems with the portal, development and testing activities to address both data integrity problems, business rules, middleware, notices, interfaces, security, software and application upgrades, configuration management, and post-deployment testing. To this end, disciplines identified by ITD consistent with Section 2.5 of Attachment 2 (Transition Services) may include, but not be limited to, business analysts, systems analysts, developers, database administrators, testers, architects, infrastructure specialists, and the people who provide management of their activities for all layers of the system such as portal, middleware, database, and infrastructure;

- (b) Except as provided in Section 13 below, the Extended Transition O&M Support Team will be provided on a time and materials basis at the rates set forth in Cost Table 22.0, "Additional Personnel Rates" to Attachment E to the Contract;
- (c) During the Extended Transition Period, Contractor will review and support the New Contractor O&M activities, but not perform any O&M services; and
- (d) The Extended Transition O&M Support Team will be available Monday – Friday from 8:30 AM – 6:00 PM. Outside of these hours, if a failure in the production system has caused, or a foreseeable and likely failure of the production system has the potential to cause, the entire production system to go down or to become unavailable or the production system is experiencing significantly slow processing of data impacting a high number of end users or the production system is severely corrupting data, the Extended Transition O&M Support Team resources will be available to shadow the New Contractor in triaging the issue.

8. **Extended Transition Support for PD.** During the Extended Transition Period, Contractor will provide the following extended Transition Services in the form of shadowing the New Contractor in support for Program Determination ("Extended Transition PD Support"), which may be terminated by ITD, upon seven (7) calendar day's written notice, at any time:

- (a) A PD support team of up to ten (10) additional FTEs (with the number of FTEs up to 10 required to be determined by ITD) (the "Extended Transition PD Support Team") who will engage in shadowing the New Contractor. Contractor will use reasonable efforts to provide an Extended Transition PD Support Team with resources that collectively represent the range of roles and disciplines needed to shadow the New Contractor in the New Contractor's execution of fixing, developing and unit testing Program Determination, integration system testing of PD defects (PIMs, TTs and IRs) and triaging test results. To this end, disciplines identified by ITD consistent with Section 2.5 of Attachment 2 (Transition Services) may include, but not be limited to, business analysts, systems analysts, developers, database administrators, architects, and testers, and the people who provide management of their activities for all layers of the system required for the Program Determination function such as portal, middleware, database, and infrastructure;

- (b) Except as provided in Section 13 below, the Extended Transition PD Support Team will be provided on a time and materials basis at the rates set forth in Cost Table 22.0, "Additional Personnel Rates" to Attachment E to the Contract;
- (c) All infrastructure support, and all Build/Development, will be provided by the New Contractor during this period; and
- (d) The Extended Transition PD Support Team will be available Monday – Friday from 8:30 AM – 6:00 PM. Upon written request by ITD with one (1) day advance notice, if Extended PD Transition Support Team resources are available for the requested time(s), each individual resource will provide Extended Transition PD Support for (i) one block of up to 4 hours of time during the weekdays per week, and (ii) one block of up to 6 hours of time on a Saturday every two weeks. Within the bounds of the foregoing limitations, there shall be no limit on the number of the 10 PD resources referenced above whose allotted 4 and 6 hour blocks ITD can utilize simultaneously.

9. **Extended Transition Support for Case Management.** During the Extended Transition Period, Contractor will provide the following Extended Transition Services in the form of shadowing the New Contractor in support for Case Management ("Extended Case Management Support"), which may be terminated by ITD, upon seven (7) calendar day's written notice, at any time:

- (a) A Case Management support team of up to eight (8) FTEs (with the number of FTEs up to 8 required to be determined by ITD) (the "Extended Case Management Support Team"). Contractor will use reasonable efforts to provide an Extended Case Management Support Team with resources that collectively represent the range of roles and disciplines needed to shadow the New Contractor as the New Contractor collects requirements for, designs, develops, and unit tests the Case Management function. To this end, disciplines identified by ITD consistent with Section 2.5 of Attachment 2 (Transition Services) may include, but not be limited to, business analysts, systems analysts, developers, database administrators, architects, and testers, and the people who provide management of their activities for all layers of the system required for the Case Management function such as portal, middleware, database, and infrastructure;
- (b) Except as provided in Section 13 below, the Extended Case Management Support will be provided on a time and materials basis at the rates set forth in Cost Table 22.0, "Additional Personnel Rates" to Attachment E to the Contract;
- (c) The Extended Case Management Support Team will shadow the New Contractor and ITD in their execution of gathering and verifying requirements and reviewing the design and development of the solution for the Case Management function for the MassHealth populations; and
- (d) The Extended Case Management Support Team will be available Monday – Friday from 8:30 AM – 6:00 PM.

10. **Transition Services Payments.**

Contractor shall submit invoices for all Transition Services and any Extended Transition Services as set forth in Sections 6, 7, 8 and 9 of this Amendment No. 8 bi-weekly, on a time and materials basis. Upon submission of such invoices, ITD shall pay the Contractor for the Transition Services and Extended Transition Services at the rates set forth in Cost Table 22.0, "Additional Personnel Rates" to Attachment E to the Contract (except as provided in Section 13 below). ITD shall pay each such invoice in accordance with ITD's standard payment terms and processes, but in no event more than thirty (30) calendar days following the date of invoice submission to ITD. Notwithstanding the foregoing, in the event ITD disputes all or part of a Contractor Transition Period invoice for any reason, ITD shall provide written notice to Contractor detailing the basis of the dispute within 10 calendar days of invoice submission to ITD.

- (a) Notwithstanding the foregoing, ITD's payment of bi-weekly invoices for Transition Services rendered during the initial 7-week Transition Period shall be subject to Contractor's fulfillment of both the requirements of Section 4 of Attachment 2 hereto (Work Order 19-Transition Services) and the following Transition Completion Criteria Applicable to Transition Services during the Transition Period. Should ITD determine that Contractor has failed to fulfill any such requirements (including as evidenced by ITD's failure to timely pay invoices for Transition Services in accordance with this Amendment No. 8), Contractor shall be free to contact JAMS the Resolution Experts – Boston panel ("JAMS"). Contractor shall provide written notice to ITD simultaneously with its outreach to JAMS, and thereafter the parties will jointly choose a single neutral arbitrator (which arbitrator shall be either a lawyer or a retired judge and shall be known as the "Neutral Party") and the Parties will jointly pay for, and participate in nonbinding arbitration solely with respect to the dispute regarding the Transition Services payments (but no other dispute or other matter pertaining to this Amendment No. 8 or the Transition Agreement). The arbitration shall be conducted under the most expeditious rules available without formal discovery. Each party shall have 3.5 hours to present its case, to occur on a single day scheduled within 3 business days of the notice from Contractor to ITD or such longer period as the parties may mutually agree. The arbitrator shall issue an oral or written nonbinding award within 24 hours of the conclusion of the hearing. If the Parties cannot agree to the identity of an arbitrator within 24 hours of a notice of request for same by either party, which may be made in advance of a formal notice of arbitration, JAMS shall appoint the arbitrator. If the Neutral Party determines that Contractor has fulfilled the requirements associated with the disputed payment, the dispute will be deemed resolved and ITD shall make the payment within thirty (30) calendar days following the date of original invoice submission to ITD or within five (5) calendar days of the arbitrator's decision, whichever is later.

Subject to the Transition Assumptions set forth in Attachment 2, the following additional criteria will apply only with respect to Transition Services rendered during the initial 7-week Transition Period:

- (1) Asset Transfer Services (Weeks 1 and 2 of the Transition Period). CGI will provide the Commonwealth with access to CGI's document

repository as set forth in section 1.1 of Work Order 19 in the first two (2) weeks of the Transition Period. At the end of the first two (2) weeks of the Transition Period, the Commonwealth's Project Manager will sign a form acknowledging that such access was provided, which shall evidence completion of the acceptance criteria for this task.

(2) Knowledge Transfer Services (Weeks 1 through 4 of the Transition Period). A total of 88 unique Knowledge Transfer sessions of the type described in Section 1.2 of Work Order 19 ("KT sessions") will occur over course of the Transition Period as follows:

- i. Contractor will hold twenty-five (25) KT sessions in the first two (2) weeks of the Transition Period.
- ii. Contractor will hold sixty-three (63) KT sessions in the second two (2) weeks of Transition Period.
- iii. A written report that includes each KT session's name, date and participants will be signed by ITD and the New Contractor at the end of each session, which shall evidence completion of the acceptance criteria for each session.
- iv. Contractor will provide the schedule for KT sessions upon execution of this Amendment 8, provided the first such session will not occur any earlier than Wednesday, June 25, 2014. Contractor may schedule up to eight (8) KT sessions per day, Monday through Friday from 9:00 AM to 6:00 PM and Contractor will provide forty-eight (48) hours advance notice of any change to such schedule unless mutually agreed otherwise. In the event of a conflict (e.g., same resource needed in two (2) simultaneous KT sessions, sickness, etc.), or in the event that weekend sessions are needed to complete the required number of KT sessions listed in 10(a)(2)(i) and (ii) above, ITD will provide forty-eight (48) hours advance notice of any need to change the schedule (twenty-four (24) hours in the case of an illness) unless mutually agreed otherwise, and the Contractor Transition Manager and the ITD Project Manager will jointly agree on a modification to the schedule to accomplish the Knowledge Transfer and achieve the metrics listed in Section 10(a)(2)(i) and (ii) above. ITD will make reasonable efforts to ensure that New Contractor staff are available for all KT sessions. In the event that either of ITD or New Contractor resources do not attend a scheduled KT session and have not made advance alternative arrangements, the written report will be deemed signed by ITD and New Contractor, which will evidence completion of the acceptance criteria for that session.

(3) Shadowing Services (Weeks 3 through 7 of the Transition Period).

- i. Contractor will conduct the shadow phase of the Transition Services as set forth in Section 1.2 of Work Order 19 in weeks

three (3) and four of the Transition Period. At the end of the shadow phase, Contractor will provide "Shadow Logs" that include each shadow session name, date and participants, and which will be signed by ITD and the New Contractor at the end of each session and shall evidence completion of the acceptance criteria for this phase.

- ii. Contractor will conduct the reverse shadow phase of the Transition Services, as set forth in Section 1.3 of Work Order 19, in weeks five (5) through seven (7) of the Transition Period. At the end of the reverse shadow phase Contractor will provide "Reverse Shadow Logs" that include each reverse shadow session name, date and participants, and which will be signed by ITD and the New Contractor at the end of each session and shall evidence completion of the acceptance criteria for this phase.
- iii. Contractor will provide the schedule for shadow sessions upon execution of this Amendment 8. Contractor may schedule shadow sessions Monday through Friday from 9:00 AM to 6:00 PM and Contractor will provide forty-eight (48) hours advance notice of any change to such schedule unless mutually agreed otherwise. In the event of a conflict (e.g., same resource needed in two (2) simultaneous shadow sessions, sickness, etc.), or in the event that weekend sessions are needed, ITD will provide forty-eight (48) hours advance notice of any need to change the schedule (twenty-four (24) hours in the case of an illness) unless mutually agreed otherwise, and the Contractor Project Manager and the ITD Transition Manager will jointly agree on a modification to the schedule to accomplish the shadow sessions. ITD will make reasonable efforts to ensure that New Contractor staff are available for scheduled shadow sessions. In the event that either of ITD or New Contractor resources do not attend a scheduled shadow session and have not made advance alternative arrangements, the Shadow Log or Reverse Shadow Log (as applicable) entry will be deemed signed by ITD and New Contractor, which shall evidence completion of the acceptance criteria for that session.

(4) Financials Relating to Transition Services. ITD shall be under no obligation to approve or pay (consistent with Section 10 of this Amendment No. 8) any bi-weekly Transition Period invoices unless Contractor has satisfied all the acceptance criteria for the applicable two-week period (as set forth in Sections 10(a)(1), 10(a)(2) and 10(a)(3) of this Amendment No. 8, and all the acceptance criteria for the applicable two-week period set forth in Section 4 of Work Order 19. For the avoidance of doubt, ITD shall not refuse to approve an invoice and make payment thereof based on Contractor's failure to complete acceptance

criteria where such failure is due to the Commonwealth's or its New Contractor's actions or inactions.

- (b) During the Transition Period and the Extended Transition Period, Contractor will pay any of its subcontractors for authorized invoiced amounts within thirty (30) days after Contractor receipt of payment from ITD for such amounts.
- (c) There will be no holdback on any payments for Transition Services or Extended Transition Services.
- (d) ITD shall waive its right from whatever source derived, including without limitation, as set forth in Section 21 of Attachment A, Amendment No. 1, Updated HIX/IES Special Terms and Conditions, to set-off any monies ITD may believe Contractor owes to ITD from the payments due under this Section 10.

11. **Contractor Right to Terminate for Nonpayment.** If ITD fails to pay Contractor, in accordance with ITD's standard payment terms and processes, any of the payments set out in Section 4 of this Amendment No. 8 or Section 2 of the Transition Agreement (except for the true-up payments referenced in both Section 4 of this Amendment No. 8 and in Section 2 of the Transition Agreement) by June 30, 2014, or any of the payments set out in Section 3 of the Transition Agreement within thirty (30) calendar days of the submission date applicable to each invoice (except for the first invoice for \$5,659,899, the submission date of which shall be deemed to be the Effective Date) or any Transition Services or Extended Transition Services payments under Section 10 of this Amendment No. 8, except those Transition Services payments which are disputed by ITD under Section 10, Contractor shall have the right (without waiving any claim to payments due hereunder) to terminate all services and the Contract, effective immediately. Notwithstanding the foregoing, in the event ITD fails to make timely payment to Contractor following an arbitrator's decision favorable to Contractor as set forth in Section 10(a), Contractor shall have the right (without waiving any claim to payments due hereunder) to terminate all services and the Contract, effective immediately.

12. **Right to Hire and Waiver of Restrictive Covenants.** ITD and/or the New Contractor shall be permitted (subject to the requirements in this Section 12) to solicit and undertake to hire, effective after the later of the expiration or termination of the Contract the employees of Contractor listed on Attachment 3 to this Amendment No. 8. Contractor will reach out to such employees and inform them that they may communicate with ITD about future employment with ITD or New Contractor. Contractor will notify ITD when it has informed all such employees. Contractor also hereby agrees to provide those employees on the list who receive a written offer of employment from ITD and/or the New Contractor with a written limited release from their contractual post-employment restrictions that would allow them to be hired by ITD and/or the New Contractor to perform work for ITD for the MA HIX/IES project. In connection with Contractor's current and former independent contractors Contractor shall communicate to the vendors through which those independent contractors were provided to Contractor that Contractor will, with respect to the independent contractor resources used on the MA HIX/IES project, release such vendors from their contractual post-contracting restrictions with Contractor that would otherwise prevent such vendors

from contracting with ITD or the New Contractor for the use of such independent contractors to perform work for ITD or the New Contractor for the MA HIX/IES project.

13. **Contractor Commitment to Provide Specified Resources During the Transition Period and Extended Transition Period.** Contractor shall either (a) retain the three current Oracle resources for consultation with and provision of assistance to ITD during the Transition Period and Extended Transition Period, or (b) provide internal resources with the same expertise as the following individuals who can provide the same services during the Transition Period and Extended Transition Period. The 3 resources are:

1. [REDACTED] – Oracle Enterprise Architect - \$296 per hour
2. [REDACTED] – Security Engineer (OIM; OID) - \$275 per hour
3. [REDACTED] – Middleware SOA architect - \$275 per hour

Should Contractor retain the above-referenced Oracle resources, it may bill out their time and their expenses to ITD, which time shall be billed at the rates set forth above, which ITD agrees are permitted under statewide contract ITS19.

14. The Parties hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment No. 8, all the terms, covenants and provisions of the Contract are hereby ratified and confirmed and shall remain in full force and effect throughout the balance of the term of the Contract, except so far as it is contradictory with this Amendment No. 8 and the Transition Agreement. If any conflict exists between the Transition Agreement on the one hand and the Contract, as amended, on the other hand, the Transition Agreement and this Amendment No. 8 will control over the Contract, as amended. From and after the date hereof, all references in the Contract to "the Contract" or "this Contract" shall mean and be the Contract as amended by this Amendment No. 8.

15. **Attachments:** The following Attachments are hereby incorporated by reference into this Amendment No. 8:

- a. Attachment 1 – Terminated Provisions of the Contract
- b. Attachment 2 – Work Order 19_Transition Services
- c. Attachment 3 – List of Employees

**CGI TECHNOLOGIES AND SOLUTIONS
INC.**

Signature: 

Printed Name: Gregg Mossburg

Title: Senior Vice President

**THE COMMONWEALTH OF
MASSACHUSETTS
INFORMATION TECHNOLOGY
DIVISION**

Signature: _____

Printed Name: William G. Oates

**Title: Commonwealth Chief Information
Officer**

Date: June 20, 2014

Date:

from contracting with ITD or the New Contractor for the use of such independent contractors to perform work for ITD or the New Contractor for the MA HIX/IES project.

13. **Contractor Commitment to Provide Specified Resources During the Transition Period and Extended Transition Period.** Contractor shall either (a) retain the three current Oracle resources for consultation with and provision of assistance to ITD during the Transition Period and Extended Transition Period, or (b) provide internal resources with the same expertise as the following individuals who can provide the same services during the Transition Period and Extended Transition Period. The 3 resources are:

1. [REDACTED] – Oracle Enterprise Architect - \$296 per hour
2. [REDACTED] – Security Engineer (OIM; OID) - \$275 per hour
3. [REDACTED] – Middleware SOA architect - \$275 per hour

Should Contractor retain the above-referenced Oracle resources, it may bill out their time and their expenses to ITD, which time shall be billed at the rates set forth above, which ITD agrees are permitted under statewide contract ITS19.

14. The Parties hereto acknowledge and agree that, except as specifically amended by the terms of this Amendment No. 8, all the terms, covenants and provisions of the Contract are hereby ratified and confirmed and shall remain in full force and effect throughout the balance of the term of the Contract, except so far as it is contradictory with this Amendment No. 8 and the Transition Agreement. If any conflict exists between the Transition Agreement on the one hand and the Contract, as amended, on the other hand, the Transition Agreement and this Amendment No. 8 will control over the Contract, as amended. From and after the date hereof, all references in the Contract to "the Contract" or "this Contract" shall mean and be the Contract as amended by this Amendment No. 8.
15. **Attachments:** The following Attachments are hereby incorporated by reference into this Amendment No. 8:
- a. Attachment 1 – Terminated Provisions of the Contract
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**CGI TECHNOLOGIES AND SOLUTIONS
INC.**

Signature: _____

Printed Name:

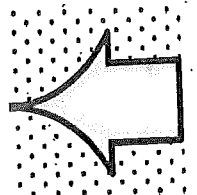
Title:

**THE COMMONWEALTH OF
MASSACHUSETTS
INFORMATION TECHNOLOGY
DIVISION**

Signature: _____

Printed Name: William G. Oates

Title: Commonwealth Chief Information
Officer



Date:

Date: JUNE 20, 2014