

Amended and Restated Statement of Work No. 6

This Amended and Restated Statement of Work Number 6 (“**Statement of Work**” or “**SOW**”) is hereby amended and restated as of July 31, 2015 (the “**Restatement Date**”) and issued pursuant to the Master Services Agreement first dated as of December 13, 2012, as amended February 28, 2013, August 12, 2013, and December 31, 2014 (the “MSA”) between State of Vermont Department of Health Access (“SOV”) and CGI Technologies and Solutions Inc. (“Supplier”). This Statement of Work incorporates the terms and conditions of the MSA as if the MSA were fully set forth in the text of this Statement of Work except for Section 15 (c). Capitalized terms not defined in this Statement of Work are defined in the MSA.

1. EFFECTIVE DATE AND TERM OF THIS STATEMENT OF WORK.

This Statement of Work is effective as of January 1, 2015 (“Statement of Work Effective Date”) and shall continue through October 31, 2015, which shall constitute the “Statement of Work Term”.

2. SERVICES TO BE PERFORMED AND SCHEDULE OF PERFORMANCE.

A. Scope of Services

The Services provided under this SOW will be referred to as the “Termination Assistance and Change Order services.” The Termination Assistance and Change Order services will be invoiced on a time-and-materials basis at the hourly rates set forth in Section L-4.4 of Exhibit L of the MSA, which is incorporated herein by reference.

B. Location of Services.

Not applicable to this SOW

C. Deliverables and Work Product.

Not applicable to this SOW.

D. Milestone Schedule

Not applicable to this SOW.

E. Acceptance Criteria and Process.

Not applicable to this SOW.

F. Supplier Personnel.

There are no Supplier Key Personnel under this SOW.

G. Supplier Resources.

Not specified under this SOW.

H. SOV Roles and Responsibilities.'

1. The SOV is responsible for appointing a dedicated full-time SOV resource to establish and manage a team to work with Supplier in connection with the Termination Assistance and Change Order services.

I. Governance Structure, Meetings and Reports.

Not applicable to this SOW.

3. PROJECT MANAGERS.

Supplier's CPMO Team will be responsible for managing the provision of the Termination Assistance and Change Order services.

4. STAFF.

A. Subcontractors.

Not applicable to this SOW.

5. SOFTWARE.

Not applicable to this SOW

6. HARDWARE.

Not applicable to this SOW

7. Third Party Contracts.

Not applicable to this SOW

8. SERVICE LEVELS.

Not applicable to this SOW.

9. SECURITY, DISASTER RECOVERY, BUSINESS CONTINUITY
PROCEDURES, CONTROLS

Not applicable to this SOW.

10. FORECASTING

Not applicable to this SOW.

11. FACILITIES TO BE PROVIDED BY SUPPLIER.

Not applicable to this SOW.

12. ASSUMPTIONS.

Not applicable to this SOW.

13. OPTIONAL SERVICES.

Not applicable to this SOW.

14. OTHER SERVICES.

Not applicable to this SOW.

15. CHARGES AND PASS-THROUGH EXPENSES.

- A. Termination Assistance and Change Order services will be invoiced on a time-and-materials basis at the hourly rates set forth in Section L-4.4 of Exhibit L. All work will be billed for monthly.
- B. The charges for the ten months from January 1, 2015 through October 31, 2015 will not exceed a maximum amount of \$150,000.00.
- C. Material expenses, including travel expense, will be paid if, (1) approved in advance of purchase , (2) incurred between January 1, 2015 and October 31, 2015.

16. ADDITIONAL TERMS.

Not applicable to this SOW.

Agreed to and Accepted by:

CGI Technologies and Solutions Inc.
(CGI)

State of Vermont

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____