

HHSC CONTRACT 529-16-0007-00001AB**AMENDMENT TWENTY-EIGHT
To HHSC CONTRACT NO. 529-16-0007-00001**

THIS AMENDMENT Twenty-Eight (the “**Amendment**”) to HHSC Contract No. 529-16-0007-00001 (the “**Agreement**”) is entered into between the HEALTH AND HUMAN SERVICES COMMISSION (“**HHSC**” or the “**State**”), an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Boulevard, Austin Texas 78751, and Accenture State Healthcare Services LLC (“**CONTRACTOR**”), a limited liability corporation organized under the laws of the State of Delaware and having its principal place of business at 323 Congress Avenue, Suite 150, Austin, TX 78701. HHSC and the CONTRACTOR may be referred to in this Amendment individually as a “Party” and collectively as the “Parties.”

WHEREAS, in accordance with Article 9 of the Agreement, CONTRACTOR submitted to HHSC, and HHSC accepted, Change Order Request response 19 - 013, Version 2.0, which is attached to this Agreement as **Attachment A (“COR 19 - 013”)**. COR 19 - 013 modifies the Scope of Work of the Agreement. The purpose of this Amendment is to enable and authorize CONTRACTOR to accept prior authorization (PA) data submitted in a standard electronic format from Managed Care Organizations (MCOs) on a scheduled basis. The MCO PA data will be validated for consistency and accuracy by CONTRACTOR and will be stored in the CONTRACTOR maintained data warehouse, accessible to HHSC for querying and data analysis.

WHEREAS, the Parties wish to incorporate the terms and conditions of COR 19 - 013 into the Agreement.

NOW, THEREFORE, the Parties hereby amend and modify the Agreement as follows:

1. **INCORPORATION OF COR 19 - 013.** The requirements, terms and conditions of COR 19 - 013 are incorporated into the Agreement. If the requirements, terms and conditions of COR 19 - 013 in any way conflict with a term or condition in the remainder of this Amendment, the term or condition in the remainder of this Amendment will control with respect to this Amendment only.
2. **PRICING.** CONTRACTOR will perform the Services set forth in COR 19 - 013 on a “fixed fee” basis in the amount and under the terms set forth in COR 19 - 013. Total Fees under this Amendment will not exceed TWO MILLION EIGHT HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY-TWO DOLLARS (\$2,810,552).
3. **RETROSPECTIVE COST SETTLEMENT.** The costs incurred under this Amendment will be subject to the Retrospective Cost Settlement provisions included in Section 6.03 and Exhibit C of the Agreement.
4. **EFFECTIVE DATE.** This Amendment is effective upon the last signature date below and will continue in full force and effect through the remainder of the Term of the Agreement unless subsequently terminated, amended or modified by the Parties.

5. **CAPITALIZED TERMS.** All capitalized terms in this Amendment shall have the meaning as set forth in Section 3.03 of the Agreement unless modified herein.
6. **INCORPORATION BY AMENDMENT.** The Parties agree that the terms and conditions set forth in this Amendment apply to the Services and Deliverables to be provided by the CONTRACTOR under the Amendment in consideration of certain payments to be made by HHSC. By signing this Amendment, the Parties expressly understand and agree that this Amendment is made a part of the Agreement as though it were set out word for word in the Agreement.
7. **ENTIRE AGREEMENT.** The Parties agree that the terms of the Agreement will remain in effect and continue to govern except to the extent expressly modified in this Amendment. The Services and Deliverables under this Amendment are subject to all other terms and requirements of the Agreement as if set forth fully therein.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
AMENDMENT TWENTY-EIGHT
TO HHSC CONTRACT NO. 529-16-0007-00001**

IN WITNESS WHEREOF, HHSC and CONTRACTOR have each caused this Amendment to be signed and delivered by its duly authorized representative.

Health and Human Services Commission

Accenture State Healthcare Services, LLC

DocuSigned by:
Phil Wilson
356B1E5284794AF...

DocuSigned by:
Terrence J. Westropp
055C0866BA4C483...

Phil Wilson

Terrence J. Westropp

Executive Commissioner

Managing Director

August 6, 2020

July 21, 2020

Signature Date

Signature Date

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THE AGREEMENT:

ATTACHMENT A - COR 19 - 013, VERSION 2.0

COR 19 - 013 PA Member Level Datamart				
	50% FFP	75% FFP	90% FFP	Total
Total Federal Share	-	955,175	1,383,286	2,338,461
Total State Share	-	318,392	153,698	472,090
Total Project Cost	-	1,273,567	1,536,985	2,810,552

COR 19 - 013 PA Member Level Datamart (by Federal Fiscal Year)					
	FFY20	FFY21	FFY22	FFY23	Total
Total Federal Share	139,342	1,504,846	359,578	334,695	2,338,461
Total State Share	15,482	225,183	119,859	111,565	472,090
Total Project Cost	154,825	1,730,029	479,438	446,260	2,810,552