

HHSC CONTRACT 529-16-0007-00001AJ

**AMENDMENT THIRTY-SIX
TO HHSC CONTRACT NO. 529-16-0007-00001**

THIS AMENDMENT Thirty-Six (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, the Parties wish to amend the Agreement in order to provide additional dedicated CONTRACTOR technical resources to the State to implement enhancements to the Texas Medicaid/CHIP Encounter System and to perform encounter data quality monitoring and improvement activities.

WHEREAS, the Parties incorporated Amendment 14 to the Agreement, which included terms and conditions related to staffing eight (8) full time equivalents to deliver system modifications related to Texas Medicaid/CHIP Encounter System and Data Quality Enhancements for the period through Operational Contract Year Three.

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

1. **EXTENSION OF ADDITIONAL PERSONNEL FOR TEXAS MEDICAID/CHIP ENCOUNTER SYSTEM AND DATA QUALITY ENHANCEMENTS.** HHSC requested and CONTRACTOR shall continue CONTRACTOR’S technical staffing of eight (8) full time equivalents (FTEs) to deliver system modifications in Operational Contract Years Four (4), Five (5), and Six (6).

These system modifications may include but are not limited to the following enhancements:

- a. Developing and implementing standardized processes and a solution to compare post-adjudicated claims data to encounter data submissions using Informatica Data Quality
- b. Enhancing and modifying encounter data editing
- c. Modifying and enhancing Federally Qualified Health Center (FQHC) Wrap reporting and vouchering
- d. Adding standardized provider and member addresses with geocoding to encounter data to streamline analysis
- e. Parsing and storing rejected encounter data to improve error analysis
- f. Developing dashboards to streamline State review of encounter data submissions and data quality

2. **PRICING.**

For Operational Contract Year 4, CONTRACTOR will invoice for Services performed as set forth in this amendment on a fixed fee basis according to Attachment A.

For Operational Contract Years 5 and 6, CONTRACTOR will invoice for Services performed on a time and materials basis, using the Contract Year 3 CONTRACTOR Rates included in Exhibit D-04. For the avoidance of doubt, CONTRACTOR agrees to use Contract Year 3 prices to bill for performance of Services set forth in this amendment during Contract Years 5 and 6.

Total CONTRACTOR Fees and expenses will not exceed FIVE MILLION NINE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED EIGHT DOLLARS (\$5,971,708) (“**Capacity Limit**”). When the Capacity Limit is reached, CONTRACTOR will not perform any further Services and will not bill any additional Fees or expenses until a subsequent amendment has been executed that establishes a continuation of CONTRACTOR performance and billings.

During Operational Contract Years 5 and 6, HHSC may direct CONTRACTOR via State Action Request memo (SAR) to change the number of full-time equivalents that support each of these on-going requirements, with at least thirty (30) calendar days of notice. CONTRACTOR will adjust the number of full-time equivalents in the month following the formal notification to CONTRACTOR via SAR by HHSC, or as agreed by the Parties.

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 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 Agreement 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 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 herein.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR
AMENDMENT THIRTY-SIX
TO HHSC CONTRACT NO. 529-16-0007-00001**

IN WITNESS HEREOF, 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

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Executive Commissioner

Managing Director

February 12, 2021

February 10, 2021

Signature Date

Signature Date

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

ATTACHMENT A – AMENDMENT THIRTY-SIX COST MODEL, VERSION 2.0

Encounters Enhancement Extension Amd. Summary

| | Monthly Average | Total |
|--------------------|--------------------|------------------|
| Development | | |
| | | <i>30 Months</i> |
| Services | \$ 199,057 | \$ 5,971,708 |

Total Resource Billings \$ 5,971,708

Total \$ 5,971,708