

**HHSC CONTRACT 529-16-0007-00001AP**

**AMENDMENT FORTY-TWO  
To HHSC CONTRACT No. 529-16-0007-00001**

THIS AMENDMENT Forty-Two (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 4601 W. Guadalupe, 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 Medicaid Fraud and Abuse Detection System (MFADS).

**WHEREAS**, the Parties wish to incorporate the terms and conditions of Amendment Forty-Two into the Agreement.

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

1. **ADDITIONAL PERSONNEL FOR MEDICAID FRAUD AND ABUSE DETECTION SYSTEM (MFADS) ENHANCEMENTS.** HHSC requested and CONTRACTOR shall increase CONTRACTOR’s technical staffing by six and one-quarter (6.25) full time equivalents (FTEs) to develop processes and functionality to enhance and modernize MFADS. Projects will be directed and approved by the Office of the Inspector General (OIG) using the existing Agile project structure. Examples of projects to be pursued include:
  - a. Development of Application Lifecycle Planning documentation for the various components of MFADS
  - b. Projects to automate and streamline data load and data refresh processes
  - c. Development of new data structures and aggregate tables
  - d. Development of BusinessObjects reports
  
2. **STATEMENT OF WORK.** The following on-going requirements have been incorporated in the Statement of Work (SOW) set forth in Exhibit B to the Agreement:

RQMT ID	EXHIBIT B ATTACHMENT	SUBCATEGORY	REQUIREMENT
SYS - 0274	Attachment 33 Systems	General	Maintain six and one-quarter (6.25) full-time equivalents for eight (8) months from date of execution of Amendment Forty-Two to support OIG requested analysis and enhancements to MFADS.
SYS - 0275	Attachment 33 Systems	General	Schedule and prioritize work for six and one-quarter (6.25) dedicated technical full-time equivalents for eight (8) months from date of execution of Amendment Forty-Two according to system enhancement priorities determined by OIG to support MFADS.

3. **PRICING.** CONTRACTOR will invoice for Services performed as set forth in this amendment on a “fixed fee” basis according to Attachment A. Total Fees under this Amendment will not exceed ONE MILLION TWENTY-SEVEN THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS (\$1,027,929).
4. **RETROSPECTIVE COST SETTLEMENT.** Notwithstanding any term in the Agreement to the contrary, 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.
5. **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.
6. **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.
7. **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.
8. **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.

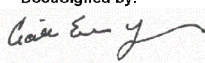
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR  
AMENDMENT FORTY-TWO  
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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By: \_\_\_\_\_  
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Cecile Young  
Executive Commissioner

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By: \_\_\_\_\_  
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Terrence J. Westropp  
Account Director

September 23, 2021

September 22, 2021

Signature Date

Signature Date

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

**ATTACHMENT A – AMENDMENT FORTY-TWO COST MODEL, VERSION 3.0**