

HHSC CONTRACT 529-16-0007-00001AW

**AMENDMENT FORTY-NINE
To HHSC CONTRACT NO. 529-16-0007-00001**

THIS AMENDMENT FORTY-NINE (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 to provide additional dedicated CONTRACTOR resources to the State to implement enhancements to the Provider Enrollment and Management System (PEMS) to increase automation of functions across the system and support Managed Care Credentialing functions; and

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

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

1. **ADDITIONAL CONTRACTOR HOURS FOR PEMS ENHANCEMENTS.** HHSC and CONTRACTOR have agreed to add 11,040 hours for Operational Contract Year 5 and 44,120 hours for Operational Contract Year 6. The additional hours will be used to execute HHSC-prioritized backlog items related to the following:
 - a. Developing and implementing processes to incorporate data collection and verification related to Provider Credentialing into the Texas Medicaid Management Information System
 - b. Developing and implementing enhancements to exchange data needed for the Credentialing Verification Organization to complete its processes
 - c. Developing and implementing enhancements to communicate credentialing information to the Managed Care plans
 - d. Developing and implementing dashboards to streamline review of data related to Provider Credentialing
 - e. Enhancing and modifying PEMS to address HHSC-prioritized PEMS roadmap initiatives
 - f. Developing and delivering training and conducting provider outreach to prepare and equip the provider community for the changes associated with this Amendment

Except for the PEMS changes detailed herein, the CONTRACTOR's operational responsibilities under the Agreement, including any associated with provider credentialing, remain unchanged.

2. **PRICING.** CONTRACTOR will perform the Services set forth in this Amendment on a time and materials basis. The total Fees and expenses payable to CONTRACTOR under this Amendment will not exceed SIX MILLION SIX-HUNDRED THIRTY-ONE THOUSAND TWO-HUNDRED EIGHTEEN DOLLARS (\$6,631,218) ("Capacity Limit"). CONTRACTOR will bill for actual hours worked using the CONTRACTOR Rates included in Exhibit D-04. The Capacity Limit will be managed and reported as a total amount and there is no requirement to manage to a monthly or Fiscal Year limit. When the Capacity Limit is reached, CONTRACTOR will not perform any further Services and will not bill any additional Fees or expenses unless the Parties amend the Agreement in writing. With at least thirty (30) days' advance written notice, HHSC may direct CONTRACTOR to change the number of hours in support of these on-going requirements, provided the total number of hours allocated under this Amendment is not increased. CONTRACTOR will adjust the number of hours in the month following the notification by HHSC, or as otherwise agreed by the Parties.

Subject to final determination of project scope and any associated adjustments to fees, HHSC and Accenture agree to mutually develop related performance measures and any potential remedies related to this project no later than the 40th business day after execution of this Amendment.

3. **RESOURCE REPORTING.** The CONTRACTOR shall provide supporting documentation with all vouchers, including any subcontractor hours reimbursed at the hourly rate in the schedule, by evidence of actual payment and by:
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the Agreement by adding information to the Monthly Modification Effort Report listing the role description from Attachment A-5 and the applicable resource qualifications for each role with hours charged to this project; or
 - (iii) Other substantiation approved by the Contract Manager.
4. **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.
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-NINE
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:


DocuSigned by:


Cecile Young
Executive Commissioner

Terrence J. Westropp
Account Director

May 19, 2022

May 19, 2022

Signature Date

Signature Date

THE FOLLOWING ATTACHMENT IS ATTACHED AND INCORPORATED AS PART OF THE AGREEMENT:

ATTACHMENT A – AMENDMENT FORTY-NINE COST MODEL, VERSION 4.0

**Updates to PEMS Portal Amd
Summary**

	Monthly Average	Total
Development		
		<i>16 Months</i>
Services	\$ 413,818	\$ 6,621,095

Total Resource Billings \$ 6,621,095

HHSC HW/SW Expense

Development	\$	10,123
Operations	\$	-

Total HHSC HW/SW Expense \$ 10,123

Total \$ 6,631,218

**Updates to PEMS Portal Amd
Pricing Schedule (Extension)**

	SFY22	SFY23	Total
Accenture Labor (Tech)	1,375,336	4,556,401	5,931,737
Accenture Labor (Ops)	70,810	618,549	689,358
Consulting	-	-	-
Pass Through HW/SW	4,323	5,800	10,123
Pass Through- Other	-	-	-
Non Pass Through	-	-	-
Total Cost	1,450,468	5,180,750	6,631,218
	FFY22	FFY23	Total
Accenture Labor (Tech)	1,839,042	4,092,695	5,931,737
Accenture Labor (Ops)	88,866	600,493	689,358
Consulting	-	-	-
Pass Through HW/SW	4,323	5,800	10,123
Pass Through- Other	-	-	-
Non Pass Through	-	-	-
Total Cost	1,932,230	4,698,988	6,631,218

SFY 2022				
Month	Contract Period	Development	Operations/Run	Total
May-22	Ext. Yr. 2	324,608	-	324,608
Jun-22	Ext. Yr. 2	324,608	-	324,608
Jul-22	Ext. Yr. 2	324,608	-	324,608
Aug-22	Ext. Yr. 2	472,320	-	472,320
Total		1,446,146	-	1,446,146
SFY 2023				
Month	Contract Period	Development	Operations/Run	Total
Sep-22	Ext. Yr. 3	481,762	-	481,762
Oct-22	Ext. Yr. 3	515,872	-	515,872
Nov-22	Ext. Yr. 3	515,872	-	515,872
Dec-22	Ext. Yr. 3	515,872	-	515,872
Jan-23	Ext. Yr. 3	502,174	-	502,174
Feb-23	Ext. Yr. 3	502,174	-	502,174
Mar-23	Ext. Yr. 3	502,174	-	502,174
Apr-23	Ext. Yr. 3	478,121	-	478,121
May-23	Ext. Yr. 3	478,121	-	478,121
Jun-23	Ext. Yr. 3	478,121	-	478,121
Jul-23	Ext. Yr. 3	105,956	-	105,956
Aug-23	Ext. Yr. 3	98,731	-	98,731
Total		5,174,950	-	5,174,950

Other Costs	Development	Operations/Run	Total
Capital and Supporting	10,123	-	10,123
Total	10,123	-	10,123

Total Cost	6,631,218	-	6,631,218
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**Updates to PEMS Portal Amd
Ops Staffing Justification**

FTE Role/Title	Resource Plan Role	Team/ Department	Additional FTEs Required	# of Months	Justification	Metrics used to Determine # of FTEs Requested
Operational Business Analyst	Business Operations Analyst	Operations Project Office	1.00	16	The Operations Business Analyst will manage, and track, the completion of Operations requirements defined for the project. Manage, track, update/develop and publish Job Aids/Training Materials as needed for both external and internal customers. Assist in managing Trading Partner Testing readiness.	<ul style="list-style-type: none"> Manage and track the completion of Operations requirements defined for the project Manage and track the updating of applicable Operations documentation (internal training job aids, external-facing references, etc.); training materials Create and manage Operations Work Plan Act as primary Operations contact for HHSC, Technology and Operations
Technical Writer	Sr. Agent	Publications	1.00	9	Publications Technical Writers will review/edit training materials and edit instructional information.	<ul style="list-style-type: none"> TMPM Updates CSHCN Updates Governance/Meetings with State Stakeholders Webpages: Review, revise Notifications: Edit, seek approval, and post Training Materials: Review/copy/edit Repurposing/Revising of Content from Provider Instructional Site Administrative Responsibilities: Meetings
			0.50	2		<ul style="list-style-type: none"> Develop and Publish New Training Materials: Quick Reference Guides, User Guides Webinar w/Q&A Doc Infographics Create YouTube Videos and Scripts Registration Links for Webinars State Approvals for Materials Accessibility Compliance State Training Sessions for Employees Update Affected Existing Provider & State Training Materials Update TPI References in Existing Training Materials Sprint Meetings/Planning Governance/Meetings with State Stakeholders
Learning & Development Consultant	Sr. Agent		2.00	6	Provider Training Services Learning and Development Consultant will develop new training materials for existing providers and system enhancements, Webinar delivery, Q&A document development, create YouTube videos, ensure accessibility compliance, update existing provider and State-facing training materials.	
			1.00	3		
Provider Relations Representative	Agent	Provider Relations	0.50	2	The Provider Relations Representatives will assist with the project implementation for the Provider Relations department, provider associations and provider community. Representatives will update internal processes, job aids, and reference guides to align with the portal updates. Representatives will communicate and train provider associations for portal updates. Representatives will coordinate the collection and participation of providers for focus groups and provider surveys. Representatives will perform provider outreach and assist with provider trainings.	<ul style="list-style-type: none"> Provider Relations staff can perform between 60 to 80 efforts per month With the current provider population each month between 300 to 400 providers can be contacted and provided awareness and training and walk-throughs to assist in using the portal
			2.00	9		

**Updates to PEMS Portal Amd
Agile Delivery Technology Team Temporary Staffing**

Resource Plan Row ID	FTE Role/Title	Resource Plan Role	Team/ Department	Description	Justification
6	Agile Platform Team - Program Manager	Program Manager	AS-PM	Manage program performance, including communication with customers and adherence among solutions and technology architecture goals for the Project. Provide day-to-day direction to Project Manager during development of the Project. Provide scope, risk, and issue escalation management.	Standard Platform Team Role for Agile Delivery Project
7	Agile Platform Team - Project Manager	Project Manager	AS-PM	Manage the effective implementation of each project requirement. Manage Project scope, risks, and issues. Manage team mobilization at Project initiation and demobilization at Project conclusion, including transition to technology operations. Manage day-to-day activities for the Project. Escalate delivery challenges appropriate to Program Manager and Project stakeholders.	Standard Platform Team Role for Agile Delivery Project
8	Agile Platform Team - Solution Architect	Solution Architect	AS-Portal-BA	Help define the entire end-to-end business and technical solution for the Project and assist the Project Manager and Product Owner liaison. Engaged through the systems development life cycle (SDLC) to validate the solution implemented is in line with Product Owner expectations. Develop solutions that include scope, effort estimates, costs, schedule, assumptions, and risks. Support any significant re-planning effort during delivery of the Project.	Standard Platform Team Role for Agile Delivery Project FTE necessary through final project deployment to address all sprints and demos for Agile delivery.
9	Agile Platform Team - Application Architect	Sr. Application Architect - Portal	AS-Portal-SD	Establish the technical solutions for LTOCP application required for the Project. Assist with the development of detailed designs, perform code and test plan reviews, and validate that technical designs support Project objectives and functional requirements in Project delivery. Develop reusable approaches and process improvements.	Standard Platform Team Role for Agile Delivery Project Senior resource required based on hours related to complex tasks.
10	Agile Platform Team - DBA	Database Administrator	TO-DBA	Collaborate to deploy technology solutions and troubleshoot technology issues related to the Project.	Standard Platform Team Role for Agile Delivery Project
11	Agile Platform Team - Configuration Management	System Programmer	TO-OM	Assist teams to address access issues, backup procedures, performance, and capacity planning required for the Project. Complete configuration management, troubleshooting, and deployment activities related to the Project.	Standard Platform Team Role for Agile Delivery Project
12	Agile Scrum Team - Scrum Master	Scrum Master	AS-PM	Ensure the team follows Agile values and principles and follows the processes and practices that the team agrees they will use. Responsibilities of this role include clearing obstacles, establishing an environment where the team can be effective, addressing team dynamics, ensuring a good relationship between the team and product owner as well as others outside the team, protecting the team from outside interruptions and distraction.	Standard Agile Delivery Team Role for Agile Delivery Project
13	Agile Scrum Team - Product Owner Liaison	Sr. Business Analyst - Portal	AS-Portal-BA	Functions as Product Owner Liaison responsible for understanding HHSC Product Owner requirements and goals and communicating those to the sprint team. Using subject matter expertise and experience, perform analysis and testing activities of more complex components to support system development required for the Project. Facilitate meetings with primary State stakeholders to confirm requirements and test plans and work with stakeholders to obtain deliverable sign-offs. Provide guidance and support to business analysts.	Standard Agile Scrum Team Role for Agile Delivery Project Senior level resource required based on the number of hours related to complex tasks.
14, 22	Agile Scrum Team	Sr. Business Analyst - Portal	AS-Portal-BA	Subject matter advisor regarding analysis and testing activities for LTOCP application development. Using subject matter expertise and experience, perform analysis and testing activities of more complex components to support system development required for the Project. Facilitate meetings with primary State stakeholders to confirm requirements and test plans and work with stakeholders to obtain deliverable sign-offs. Provide guidance and support to business analysts.	Standard Agile Scrum Team Role for Agile Delivery Project Senior level resource required based on the number of hours related to complex tasks.
15-17, 23-25	Agile Scrum Team	Business Analyst - Portal	AS-Portal-BA	Perform analysis and testing activities to support LTOCP system development. Participate in meetings with primary State stakeholders to confirm requirements and test plans and work with stakeholders to obtain deliverable sign-offs.	Standard Agile Scrum Team Role for Agile Delivery Project
18, 26	Agile Scrum Team	Sr. Developer - Portal	AS-Portal-SD	Lead junior developers and serve as a subject matter expert for key software development, maintenance, and testing activities for the Project. Perform LTOCP system software design, coding, and testing per approved detailed technical designs and test plans. Resolve issues and defects identified during Product and User Acceptance Testing. Support post production activities.	Standard Agile Scrum Team Role for Agile Delivery Project Senior level resources required based on the number of hours related to complex tasks.
19-21, 27-29	Agile Scrum Team	Developer - Portal	AS-Portal-SD	Perform LTOCP software design, coding, and testing per approved detailed technical designs and test plans. Resolve issues and defects identified during Product and User Acceptance Testing.	Standard Agile Scrum Team Role for Agile Delivery Project

**Updates to PEMS Portal Amd
HHSC HW/SW Expense**

LN	Quantity	Item Type	Item Description	Position	Usage Justification	Profile	Annual Support Offered	May-22	Jun-22	Jul-22	Aug-22	SFY22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	SFY23	Total	
1	5	Software License	Microsoft CRM CAL	Sr. Agent, Agent	Customer relationship	OFS-Contact Center Agent	No	101				101		880												880	
2	3	Workstation Hardware	Nobel Security Wedge Lock	Business Analyst - Portal	Laptop lock used by	CIO-AS-BSD Business Analyst	No	3,240				3,240														3,240	
3	3	Workstation Hardware	Dell Mobile Precision 3560 Laptop	Business Analyst - Portal	Laptop used by TMI	CIO-AS-BSD Business Analyst	No	982				982														982	
4	1	Workstation Hardware	Dell OptiPlex 7090 MMF, Del 24 Month	Business Operations Analyst	Basic PC and Monitor	OFS-Contact Center Agent	No					4,910														4,910	
5	5	Workstation Hardware	Dell OptiPlex 7090 MMF, Del 24 Month	Sr. Agent, Agent	Basic PC and Monitor	OFS-Contact Center Agent	No						4,910													4,910	
Total HHSC HW/SW Expense								4,323				4,323		5,800												5,800	10,123

**Updates to PEMS Portal Amd
Hardware / Software License Inventory**

Item Description	Hardware / Licenses Needed	Hardware / License Type	Hardware / Licenses Owned	Hardware / Licenses Available	Hardware / Licenses Needed for Upcoming Projects	Total Hardware / Licenses Available if Upcoming Projects Sign	Comments
Microsoft CRM CAL	5	User	649	0	13	0	

Legend

Hardware / Licenses Needed	The number of licenses needed for the COR
Hardware / License Type	If the license is Per User or Concurrent Use.
Hardware / Licenses Owned	Number of licenses currently owned by TMHP
Hardware / Licenses Available	Number of licenses available for deployment at the time the COR was priced
Hardware / Licenses Needed for Upcoming Projects	Number of available licenses already allocated to different COR's
Total Hardware / Licenses Available if Upcoming Projects Sign	Difference between Licenses Available and Licenses Needed for Upcoming Projects