

HHSC CONTRACT 529-16-0007-00001BD

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

THIS AMENDMENT Fifty-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 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, CONTRACTOR submitted to HHSC, and HHSC accepted, Change Order Request (“COR”) response 20-024, Version 4.0; and

Whereas, the Parties desire to revise the Scope of Work in the Agreement by replacing COR 20-024, Version 3.0, as added by Amendment No. 38, with Modifying Amendment COR 20-024 Version 4.0, attached to this Amendment No. 56.

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

1. **DELETION AND REPLACEMENT OF COR 20-024 VERSION 3.0.** COR 20-024, version 3.0, as added by Amendment No. 38, is deleted in its entirety and replaced with Modifying Amendment COR 20-024, version 4.0, attached to this Amendment No. 56.
2. **INCORPORATION OF MODIFYING AMENDMENT COR 20-024, VERSION 4.0.** Modifying Amendment COR 20-024, Version 4.0, is attached to this Amendment No. 56 as Attachment A and incorporated into the Agreement for all purposes. If the requirements, terms and conditions of Modifying Amendment COR 20-024, Version 4.0, in any way conflict with a term or condition in the Agreement, the term or condition in this Amendment will control with respect to this Amendment only.
3. **SCOPE AND PRICING.** CONTRACTOR will perform the Services set forth in Modifying Amendment COR 20-024, Version 4.0, on a “fixed fee” basis; provided, however, the fees will increase by \$56,259.00, in accordance with the Appendix A, Pricing Schedule. Total Fees under this Amendment will not exceed \$2,850,045.00.
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 terminated, amended or modified by the Parties.

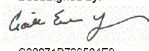
6. **CAPITALIZED TERMS.** All capitalized terms in this Amendment shall have the meaning as set forth in Section 3.03 of the Agreement unless modified herein.
7. **INCORPORATION BY AMENDMENT.** The Parties agree that the terms and conditions set forth in this Amendment No. 56 apply to the Services and Deliverables to be provided by the CONTRACTOR under the Amendment in consideration of certain payments to be made by HHSC. By signing this Amendment No. 56, 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 expressly modified in this Amendment No. 56. 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 FIFTY-SIX
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

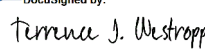
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Cecile Young
Executive Commissioner

September 19, 2022

Signature Date

Accenture State Healthcare Services, LLC

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Terrence J. Westropp
Account Director

September 14, 2022

Signature Date



**Centers for Medicare and Medicaid Services (CMS) Interoperability /
MyHealthEData**

Accenture State Healthcare Services, LLC Change Order Request (COR) Response

June 6, 2022

Modifying Amendment COR 20 – 024, Version 4.0

COR PROJECT NAME

Centers for Medicare and Medicaid Services (CMS) Interoperability/MyHealthEData

COR NUMBER:

Modifying Amendment 20 – 024

HHSC COR SPONSORSHIP

The following HHSC COR sponsor for this change order and associated federal funding requests (e.g., advanced planning documents) has decision-making authority for HHSC matters related to this COR and escalates risks and issues for this COR, as appropriate.

SPONSOR TITLE:

Director of Medicaid Modernization Technology Projects

SPONSOR NAME:

Deanna Naranjo

DATE(S) SUBMITTED TO HHSC

Version 1.0 – October 26, 2020; Version 1.1 – December 8, 2020; Version 1.2 – January 5, 2021; Version 1.3 - January 15, 2021; Version 1.4 – May 5, 2021; Version 2.0 – May 12, 2021; Version 2.1 – May 18, 2021; Version 3.0 – May 24, 2021; Version 3.1 – April 11, 2022; Version 3.2 – May 23, 2022; Version 3.3 – May 27, 2022; Version 4.0 – June 6, 2022

This COR is a change to the Texas Health & Human Services Commission (HHSC) Contract #529-16-0007-00001 (Agreement) with Accenture State Healthcare Services, LLC (CONTRACTOR).

PURPOSE

Amendment 38 was executed on June 25, 2021 with the purpose of supporting HHSC in complying with the CMS Interoperability and Office of the National Coordinator for Health Information Technology (ONC) rules requiring development of an Application Programming Interfaces (APIs) to be used by third-party application developers to provide information access including Fee for Service (FFS) claims data and Provider Directory information.

Due to a delay in procuring the necessary software, the Project was paused on June 30, 2021. While there was an intent to restart the Project in October 2021, that effort was again paused. It is CONTRACTOR'S intent, after discussion with HHSC, to officially restart this Project with the execution of this Modifying Amendment.

BACKGROUND

This initiative is to provide Medicaid clients with access to their health information using APIs. The APIs will facilitate interoperability and security for this patient data exchange. A Patient

Access API for FFS claims information is one of two key deliverables of this Project. The other main deliverable, a Provider Directory API, will also be implemented. This API will make available provider names, addresses, phone numbers, and specialties. In addition, drug formulary information must be provided along with security to ensure appropriate access to client information based on the CMS and ONC rules.

ASSUMPTIONS

The requested changes to the Statement of Work (SOW) set forth in Functional Requirements Exhibit B in the Agreement including Deliverables and the pricing schedule in this COR are based on the following Assumptions. For the avoidance of doubt, the Assumptions contained in this COR only relate to the contemplated changes to the SOW in this COR and do not relate to the remainder of the SOW.

ITEM #	TYPE (BUSINESS, TECHNICAL, OR BOTH)	ASSUMPTIONS
1.	Both	HHSC and CONTRACTOR agree to review the SOW and timeline included in the COR prior to the beginning of the Operations phase of the Project. HHSC and CONTRACTOR will jointly agree upon all applicable Contract requirements, any required Amendments, and Key Measures.
2.	Both	Unless otherwise specified in this document, any reference to the agency HHSC is considered a joint collaboration between the relevant Health and Human Services System agencies. Notwithstanding the foregoing, HHSC itself remains the only party who may obligate the State for additional expenditures and direct or approve CONTRACTOR's performance under this COR.
3.	Both	HHSC is responsible for providing a Product Owner for each Sprint Team. The Product Owner will have the authority and is accountable for setting priorities and business value associated with each of the User Stories for this Project. The Product Owner is accountable for ensuring that the Sprint Team understands required features and functionality that are being requested in each Sprint.
4.	Both	CONTRACTOR is not responsible for delays or additional Sprint impacts associated with the unavailability of required HHSC resources or delays in the delivery or performance of third-party tools and/or services such as hardware/software (HW/SW) procurement through HHSC's data center operations vendor.
5.	Both	HHSC and CONTRACTOR will jointly prepare the Sprint schedules, inclusive of meetings, delivery target dates, review cycles, and Sprint completion milestones.
6.	Both	HHSC and CONTRACTOR will jointly specify the level of status reporting and metrics required in the Monthly Status Report deliverable.
7.	Both	CONTRACTOR will maintain a record of hours expended on the Services activities, including a separate record for each Agile Sprint, and provide this information to HHSC with each monthly status report.

ITEM #	TYPE (BUSINESS, TECHNICAL, OR BOTH)	ASSUMPTIONS
8.	Business	CONTRACTOR assumes any additional call volumes resulting from the implementation of this COR will not exceed a 5% increase and will be handled through the established additional resource charge/reduced resource credit (ARC/RRC) pricing model.
9.	Business	There are no new external training materials required or included in this COR.
10.	Business	There are no provider notifications required or included in this COR.
11.	Business	There are no client materials required or included in this COR.
12.	Business	Managed Care Organizations (MCOs) will not be participating in the Health Level Seven International (HL7) requests; however, if MCOs are involved, the Operations MCO Liaison Group will participate in communication development at no additional cost to the State.
Security Model/Member Authentication		
13.	Technical	Changes to the Medicaid Client Portal (MCP) security model are not required or included in this project. This includes business rules changes to MCP which prevent user access or extend access to household member's health information.
14.	Technical	CONTRACTOR is not responsible for managing Medicaid member user accounts.
15.	Technical	YourTexasBenefits.com will support member access for all members with active Medicaid Eligibility on or after January 1, 2016. YourTexasBenefits.com functionality defaults clients to sharing their information, with action required to Opt Out of sharing. This project will leverage the indicators associated with this functionality in sharing information through the APIs included in the scope of work for this COR.
16.	Technical	Effort for modifications made to the YourTexasBenefits system is not included in this COR.
Eligibility		
17.	Technical	Effort for modifications made to the Texas Integrated Eligibility Redesign System (TIERS) system is not included in this COR.
Claims Data		
18.	Technical	Managed Care Encounters are not required by the ONC rules and will not be included in the Patient Access API.
19.	Technical	CONTRACTOR will make Pharmacy claims available via the Patient Access API within one business day of receipt from Pharmacy Claims and Rebate Administrator (PCRA) vendor. CONTRACTOR is not responsible for the timeliness of claims submission by PCRA.

ITEM #	TYPE (BUSINESS, TECHNICAL, OR BOTH)	ASSUMPTIONS
20.	Technical	Modifications to the PCRA system such as the creation or modification of the FFS claims file are not included in this COR.
21.	Technical	CONTRACTOR will have access to PCRA resources to address data mapping of Pharmacy transaction information.
22.	Technical	Changes to create "Blue Button" functionality (the ability to view and download information in the Medicaid Client Portal from the Patient Access API) are not included in this COR.
Formulary Information		
23.	Technical	Modifications to the PCRA Pharmacy Formulary files are not required, or included in this COR.
Other		
24.	Technical	CONTRACTOR will include all data required by the Patient Access API and which is currently stored in the Texas Medicaid Management Information System (TMMIS). Any additional data requirements will be addressed via scope change through collaboration with trading partners and HHSC.
25.	Technical	CONTRACTOR is not responsible for delays caused by trading partners not completing changes according to HHSC-approved Project Work Plan dates. Throughout the project, CONTRACTOR will notify HHSC of any risks or issues associated with potential or actual trading partner delays as part of project governance.

Changes which invalidate Assumptions or materially revise this COR will require a review and written approval by HHSC and CONTRACTOR of the staffing, design, development and/or Project Implementation Schedule, and related Fee Schedule(s). Supporting full time equivalents (FTEs) or any other costs requested in this change order are not already allocated in previous CORs and/or the Agreement. HHSC will not be liable for multiple costing associated with the same resources. Notwithstanding the foregoing, CONTRACTOR may utilize personnel on both base services and Amendments/CORs.

After this COR is incorporated into the Agreement via an executed Amendment, any changes to this COR will be accomplished in accordance with Article 9 of the Agreement.

REVISIONS TO THE STATEMENT OF WORK

Upon execution of an Amendment, the following revisions are incorporated into the SOW as if set forth fully therein.

ONE-TIME CONTRACT REQUIREMENTS

ITEM #	TYPE	REQUIREMENT
Member Management and Authentication		
20-024-01	Technical	Create a process to extract member details from Eligibility as a Service (EaaS) for use in the Patient Access API.
20-024-02	Technical	Create an interface with YourTexasBenefits.com to validate member login credentials.
20-024-03	Technical	Create a process to verify member privacy "Opt" selection in EaaS for protection of member health information.
20-024-04	Technical	Create a process to reject requests for member information when the member has opted out of sharing health information.
20-024-05	Technical	Modify the process to retrieve member information when a Legally Authorized Representative (LAR) requests information for their household member.
20-024-06	Technical	Modify EaaS to store clients with Medicaid eligibility on or after January 1, 2016 received from TIERS.
Claims API		
20-024-07	Technical	Create a medical claims database to store FFS claims data required for Patient Access API responses.
20-024-08	Technical	Create a process to replicate C21 FFS Acute Care claims data with dates of service on or after January 1, 2016 to the medical claims database.
20-024-09	Technical	Create a process to replicate CMS FFS Long Term Care (LTC) claims data with dates of service on or after January 1, 2016 to the medical claims database.
20-024-10	Technical	Create a process to retrieve and map Acute Care claims data in the medical claims database to the HL7 Fast Healthcare Interoperability Resources (FHIR) format.
20-024-11	Technical	Create a process to retrieve and map LTC claims data in the medical claims database to the HL7 FHIR format.
20-024-12	Technical	Create a process to make Acute and LTC claims transactions available for retrieval by authorized trading partners.
20-024-13	Technical	Create a Pharmacy claims database to store FFS Pharmacy claims data required for the Patient Access API responses.
20-024-14	Technical	Perform a One-Time historical load of FFS Pharmacy claims with dates of service on or after January 1, 2016 to the Pharmacy claims database.
20-024-15	Technical	Create a process to retrieve, process, and store FFS Pharmacy claim files received from the claims processor.
20-024-16	Technical	Create a process to make FFS Pharmacy claims transactions available for retrieval by authorized trading partners.
20-024-17	Technical	Create a process to retrieve and map FFS Pharmacy claims data in the Pharmacy claims database to the HL7 FHIR format.
Formulary API		
20-024-18	Technical	Create a database to store Texas Medicaid Formulary data required for Formulary API responses.
20-024-19	Technical	Create a process to retrieve, process, update, and store four (4) distinct Formulary file formats received from the Pharmacy claims processor.
20-024-20	Technical	Create a process to store the Formulary records received by the Pharmacy claims processor.

ITEM #	TYPE	REQUIREMENT
20-024-21	Technical	Create a process to retrieve and map Formulary records to the HL7 FHIR format within one (1) business day of receipt from the Pharmacy claims processor.
20-024-22	Technical	Create a process to make Pharmacy Formulary available for retrieval by authorized trading partners.
Client Access API - Provider Directory		
20-024-23	Technical	Create an interface with the Provider Enrollment and Management System (PEMS) interface to exchange provider search criteria and to receive matching provider results.
20-024-24	Technical	Create a process to map Medicaid Provider information to the HL7 Provider Directory format.
20-024-25	Technical	Create a process to access the HL7 FHIR Provider Directory over the public internet.
HL7 FHIR Accessibility		
20-024-26	Technical	Create a process to register, validate and store third-party trading partner credentials for HL7 FHIR interfaces.
20-024-27	Technical	Implement OAuth 2.0 authentication process to enable third-party access to claims information on behalf of Medicaid members.
20-024-28	Technical	Create an API to communicate client FFS claim history in HL7 FHIR format.
20-024-29	Technical	Create an API to communicate Texas Formulary information in HL7 FHIR format.
20-024-30	Technical	Create an API to communicate Provider Directory information in HL7 FHIR format.
20-024-31	Technical	Create a method to allow public access to the HL7 FHIR Provider Directory service.
Standard Operating Procedures		
20-024-32	Technical	Create a process to purge claims records from the ODS once they are converted to HL7 FHIR format and loaded to the FHIR server.
20-024-33	Technical	Create a standard operating procedure to reload claims previously stored in the FHIR server on an ad-hoc basis for recovery or data fix needs.
Trading Partner Guides		
20-024-34	Technical	Modify Electronic Data Interchange (EDI) Connectivity Guide to include HL7 FHIR connections.
20-024-35	Technical	Create and publish Companion Guides for each implemented HL7 FHIR standard.
System Monitoring and Reporting		
20-024-36	Technical	Create a process to allow the Patient Access API to be highly available through monitoring and alerts when system is unavailable.
20-024-37	Technical	Create a process to log and store auditable inquiry and response transaction data.
20-024-38	Technical	Create reports to track transaction volume by API, trading partner, Medicaid member, and request status.
Operations Implementation Readiness		
20-024-39	Business	Develop and deliver an Internal Knowledge Management Bulletin (KMB) for use by the Operations Contact Center (CC), Provider Relations (PR), Appeals, Complaints, and Resolutions (ACR) and MCO-Liaisons.
20-024-40	Business	Modify Work Instruction (Wiki) updates for CC; PR; ACR; MCO-liaisons.

ITEM #	TYPE	REQUIREMENT
20-024-41	Business	Develop Contact Center call script.
20-024-42	Business	Review and post EDI Companion Guides for FIHR transaction to TMHP.com.

ON-GOING CONTRACT REQUIREMENTS

No On-Going Contract Requirements have been identified as impacted by the One-Time Requirements above through COR development, but should there be On-Going Contract Requirements identified following Amendment execution, additional effort and/or cost by CONTRACTOR will be mutually discussed and agreed between HHSC and CONTRACTOR.

REVISED CONTRACT REQUIREMENTS

No Contract Requirements requiring revision because of the One-Time Requirements above have been identified through COR development, but should there be Revised Contract Requirements identified following Amendment execution, additional effort and/or cost by CONTRACTOR will be mutually discussed and agreed between HHSC and CONTRACTOR.

DEACTIVATED CONTRACT REQUIREMENTS

No Contract Requirements requiring deactivation because of the One-Time Requirements above have been identified through COR development, but should there be Deactivated Contract Requirements identified following Amendment execution, additional effort and/or cost by CONTRACTOR will be mutually discussed and agreed between HHSC and CONTRACTOR.

STAFFING

CONTRACTOR estimates the need for the following staffing resources. Supporting FTEs or any other costs requested in this COR are not already allocated in previous CORs and/or the Agreement. The supporting financial documentation and estimate breakdown is included in the Cost Model.

A. Business Operations:

Business Operations Temporary Staff

Operations Project Office (OPO)

Operations Business Analyst to serve as primary liaison and point of contact for Operational departments. Manage and track the updating of applicable Operations documentation. Create and manage the Operations Work Plan. Manage and track the updates and execution of applicable training materials. Monitor and track the updates for P&Ps and job aids/wikis. Includes FTEs as follows:

- One-tenth (0.1) FTE for nine (9) months

B. Texas Medicaid Management Information System (TMMIS) Technology:**Project Agile Delivery Staff**

CONTRACTOR will provide resources to staff two (2) Scrum Teams for each Sprint Cycle. Each Sprint Team will include the following CONTRACTOR resources:

Sprint Team 1

CONTRACTOR Role	Department	Full Time Equivalent	Duration (months)
Sr. Developer	EDI	0.5	3
		1.0	7
Developer	EDI	2.0	8
Sr. Business Analyst	EDI	0.5	3
		1.0	7
Business Analyst	EDI	1.0	8
Business Analyst	Portal	0.5	8
TOTAL at Peak Staffing Level		6.5	

Sprint Team 2

CONTRACTOR Role	Department	Full Time Equivalent	Duration (months)
Sr. Developer	EDI	0.5	2
		1.0	8
Developer	EDI	1.0	1
		1.5	7
Developer	Portal	1.0	8
Sr. Business Analyst	Portal	0.5	3
		1.0	7
Business Analyst	EDI	1.0	8
Business Analyst	Portal	0.5	8
TOTAL at Peak Staffing Level		8	

In addition to the Sprint Teams, CONTRACTOR requires the following resources to satisfy the requirements of the SOW.

Scrum Master

- One-half (0.5) FTE for two (2) months
- One (1) FTE for six (6) months

Product Owner Liaison (POL)

- One (1) FTE to function for four (4) months
- Three-quarters (0.75) FTE for two (2) months
- Seventy-two hundredths (0.72) FTE for one (1) month
- One-quarter (0.25) FTE for one (1) month

Platform Team

- Program Manager
 - One-tenth (0.1) FTE for one (1) month
 - Two-tenths (0.2) FTE for eight (8) months
 - Twenty-six hundredths (0.26) FTE for one (1) month
- Project Manager
 - One-quarter (0.25) FTE for two (2) months
 - Thirty-five hundredths (0.35) FTE for one (1) month
 - One (1) FTE for eight (8) months
- Solution Architect
 - Two-tenths (0.2) FTE for one (1) month
 - One-quarter (0.25) FTE for three (3) months
 - One-half (0.5) FTE for four (4) months
- Application Architect
 - One-quarter (0.25) FTE for one (1) month
 - One-half (0.5) FTE for one (1) month
 - One (1) FTE for eight (8) months
- Database Administrator
 - One-quarter (0.25) FTE for eight (8) months
- System Analyst
 - One-tenth (0.1) FTE for seven (7) months

On-Going Staff

No additional Business Operations or Technology On-Going staff are requested in this COR.

PROJECT COMMENCEMENT AND IMPLEMENTATION DATE

CONTRACTOR will commence work under the Project according to the associated Cost Model. This may be as soon as the business day following receipt of the email transmission from HHSC of the executed Amendment, but not later than the first business day of the following month. CONTRACTOR will complete the Services and Deliverables in this COR through eighteen (18) Sprints, each being ten (10) business days in duration. It is estimated the Project will complete within **ten (10) months** after the effective date of the Amendment, unless otherwise specified in the Deliverables table below. As used in this COR, “Project Implementation Date” means the date on which all of the Services and Deliverables set forth in this COR are completed by CONTRACTOR and accepted by HHSC.

DELIVERABLES

On-Going and One-Time Deliverables will be submitted to the State via the Vendor Initiated Correspondence (VIC) process. CONTRACTOR must document the due date and the Contract requirement number of the Deliverable on the VIC cover. CONTRACTOR will produce the Deliverables, which the State will review and approve or provide required revisions per the Deliverables acceptance process outlined in Section 4.05 “Acceptance” in the Agreement unless otherwise noted with a specific deliverable below. In accordance with Section 4.05, the parties may increase or decrease the Review Period.

CONTRACTOR will provide the following One-Time Deliverables by the Project Implementation Date or the specified due dates.

LIST OF DELIVERABLES

ITEM #	RQMT ID	DELIVERABLE	DUE DATE
1.	CMS INTEROPERABILITY-0001	Submit a Project Work Plan including Operational and Technical components for HHSC approval using an approved work plan template containing key Agile Scrum milestones.	Within twenty (20) business days of Project Commencement.
2.	CMS INTEROPERABILITY-0002	Submit a Monthly Project Status Report for HHSC approval using an approved Agile Monthly Project Status Report template for key Agile Scrum activities and milestones.	During Project Implementation and due by the fifteenth (15th) business day of each month beginning the month after Project Commencement.
3.	CMS INTEROPERABILITY-0003	Submit Agile Baseline Document (ABD) for HHSC approval.	Provided to HHSC upon request with timing of submissions and approvals to be determined according to the HHSC-approved Project Work Plan.

ITEM #	RQMT ID	DELIVERABLE	DUE DATE
4.	CMS INTEROPERABILITY-0004	Agile Solution Blueprint	Provided to HHSC upon request with timing of submissions and approvals to be determined according to the HHSC-approved Project Work Plan.
5.	CMS INTEROPERABILITY-0005	Agile Test Model	Provided to HHSC upon request with timing of submissions and approvals to be determined according to the HHSC-approved Project Work Plan.
6.	CMS INTEROPERABILITY-0006	Submit an updated Companion Guide(s).	Provided to HHSC upon request with timing of submissions and approvals to be determined according to the HHSC-approved Project Work Plan.
7.	CMS INTEROPERABILITY-0007	Submit Technical Report documentation including updates to Joint Interface Plans (JIPs).	Provided to HHSC upon request with timing of submissions and approvals to be determined according to the HHSC-approved Project Work Plan.
8.	CMS INTEROPERABILITY-0008	Submit, report, and maintain the management of Project risks and issues in the CONTRACTOR's Project and Portfolio Management (PPM) tool for reporting at Project Governance. COR Action through the life of the Project.	Reported on a frequency consistent with Project governance meetings per the HHSC-approved Project Work Plan.
9.	CMS INTEROPERABILITY-0009	Conduct Project Status meetings with HHSC, including the creation and distribution of meeting minutes for HHSC approval.	Meetings to be scheduled according to the HHSC-approved Project Work Plan. Meeting minutes due within five business days after the meeting occurs.

The Work Plan may be adjusted in accordance with the Agreement if the delivery of services is accelerated or delayed and the total cost is not changed.

KEY MEASURES

No new or modified Key Measures are requested as a result of this Modifying Amendment COR.

SYSTEMS INVENTORY UPDATE

No updates to Exhibit B Attachment 40 SYSTEMS APPLICATION INVENTORY are required as a result of this Modifying Amendment COR.

POST PROJECT IMPLEMENTATION REVIEW

CONTRACTOR will conduct a Post Project Implementation Review for this COR in accordance with contractual requirements (FIN - 0085, GOC - 0130). A Post Project Implementation Review

meeting will be scheduled by HHSC on a date following CONTRACTOR's submission of the Post Implementation Review materials.

CHANGES TO CONTRACT PRICE

Services and Deliverables of this Modifying Amendment COR will be performed on the financial basis described in Appendix A. The pricing in Appendix A is based on the assumptions, scope and timing stated in the Modifying Amendment COR. A pricing schedule by Federal Fiscal Year (FFY) and State Fiscal Year (SFY) is included in Appendix A.

Notwithstanding any provision of this Modifying Amendment COR or the Amendment that incorporates this Modifying Amendment COR into the Agreement, unless and to the extent already required by the Agreement, CONTRACTOR shall only provide data relating to its underlying costs or profit margin in accordance with the Financial Terms, Exhibit C to the Agreement.

FINANCIAL STRUCTURE

Upon request, CONTRACTOR will submit to HHSC documentation of costs associated with FCS-0019 set forth in Attachment 1 to Exhibit C of the Agreement. For the purposes of this Amendment, these costs will be represented as hours worked by resource multiplied by the CONTRACTOR rate for the level of that resource, according to the CONTRACTOR rates set forth in Exhibit D-04 of the Agreement.

HHSC will pay CONTRACTOR for services and Deliverables associated with this COR according to the attached Pricing Schedule included in Appendix A and in accordance with the terms of the Agreement. If CONTRACTOR cannot demonstrate actual costs, as defined above, that were reflected in the Pricing Schedule, HHSC may exercise their right to dispute all or any portion of the CONTRACTOR'S invoice according to Section 8.14 of the Agreement.

FINANCIAL TYPE

The financial type of the change order is:

- No Price Impact Implementation
 Implementation and/or On-Going Analysis

CHANGE ORDER CATEGORY

The category of this change order is:

- Modification to Contractual Requirements
 Modification to Business Processes and/or Business Rules
 New Requirement: Contract Amendment Required

APPENDICES

The following appendices are attached to and incorporated into this Modifying Amendment COR:

Appendix A - Pricing Schedule

Appendix B - Federal Financial Participation for Texas Medicaid Management Information System (TMMIS) Projects

Appendix C - CMS Conditions and Standards

Appendix D - Final Cost Model

Appendix E - Glossary of Acronyms and Terms

APPENDIX A**COR 20 - 024 CMS Interoperability
Pricing Schedule (Extension)**

	SFY22	SFY23	Total
Accenture Labor (Tech)	34,038	2,792,889	2,826,927
Accenture Labor (Ops)	-	16,250	16,250
Consulting	-	-	-
Pass Through HW/SW	-	6,867	6,867
Pass Through- Other	-	-	-
Non Pass Through	-	-	-
Total Cost	34,038	2,816,007	2,850,045
	FFY22	FFY23	Total
Accenture Labor (Tech)	106,862	2,720,065	2,826,927
Accenture Labor (Ops)	1,806	14,445	16,250
Consulting	-	-	-
Pass Through HW/SW	975	5,892	6,867
Pass Through- Other	-	-	-
Non Pass Through	-	-	-
Total Cost	109,643	2,740,402	2,850,045

SFY 2022				
Month	Contract Period	Development	Operations/Run	Total
Oct-21	Ext. Yr. 2	34,038	-	34,038
Nov-21	Ext. Yr. 2	-	-	-
Dec-21	Ext. Yr. 2	-	-	-
Jan-22	Ext. Yr. 2	-	-	-
Feb-22	Ext. Yr. 2	-	-	-
Mar-22	Ext. Yr. 2	-	-	-
Apr-22	Ext. Yr. 2	-	-	-
May-22	Ext. Yr. 2	-	-	-
Jun-22	Ext. Yr. 2	-	-	-
Jul-22	Ext. Yr. 2	-	-	-
Aug-22	Ext. Yr. 2	-	-	-
Total		34,038	-	34,038
SFY 2023				
Month	Contract Period	Development	Operations/Run	Total
Sep-22	Ext. Yr. 3	74,630	-	74,630
Oct-22	Ext. Yr. 3	323,751	-	323,751
Nov-22	Ext. Yr. 3	344,017	-	344,017
Dec-22	Ext. Yr. 3	349,053	-	349,053
Jan-23	Ext. Yr. 3	349,053	-	349,053
Feb-23	Ext. Yr. 3	344,274	-	344,274
Mar-23	Ext. Yr. 3	341,472	-	341,472
Apr-23	Ext. Yr. 3	334,920	-	334,920
May-23	Ext. Yr. 3	286,677	-	286,677
Jun-23	Ext. Yr. 3	61,292	-	61,292
Total		2,809,140	-	2,809,140

Other Costs	Development	Operations/Run	Total
Capital and Supporting	6,867	-	6,867
Total	6,867	-	6,867

Total Cost	2,850,045	-	2,850,045
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CONTRACTOR will submit invoices upon the completion of each month of service in accordance with the Agreement.

APPENDIX B**Federal Financial Participation for Texas Medicaid Management Information System (TMMIS) Projects****COR 20 - 024 CMS****Interoperability****FFP Summary (Extension)**

<i>Title XIX TMMIS FFY 2022</i>		<i>Federal Funding Participation Allocation: APD Related</i>	
Allocation Category	State Portion	Federal Portion	Total Federal & State
Non-TMMIS 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 75/25 FFP	\$ 451	\$ 1,354	\$ 1,806
TMMIS Related 90/10 FFP	\$ 10,784	\$ 97,053	\$ 107,837
Total Cost Title XIX FFY 2022	\$ 11,235	\$ 98,408	\$ 109,643

<i>Title XIX TMMIS FFY 2023</i>		<i>Federal Funding Participation Allocation: APD Related</i>	
Allocation Category	State Portion	Federal Portion	Total Federal & State
Non-TMMIS 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 75/25 FFP	\$ 3,611	\$ 10,834	\$ 14,445
TMMIS Related 90/10 FFP	\$ 272,596	\$ 2,453,361	\$ 2,725,957
Total Cost Title XIX FFY 2023	\$ 276,207	\$ 2,464,195	\$ 2,740,402

<i>Title XIX TMMIS Total</i>		<i>Federal Funding Participation Allocation: APD Related</i>	
Allocation Category	State Portion	Federal Portion	Total Federal & State
Non-TMMIS 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 50/50 FFP	\$ -	\$ -	\$ -
TMMIS Related 75/25 FFP	\$ 4,063	\$ 12,188	\$ 16,250
TMMIS Related 90/10 FFP	\$ 283,379	\$ 2,550,415	\$ 2,833,794
Total Cost Title XIX Total	\$ 287,442	\$ 2,562,603	\$ 2,850,045

Above is the determination for the division of Federal Financial Participation (FFP) funds. CONTRACTOR will rely on this information as updated by HHSC for the submission of invoices.

PROGRAM FUNDING

This change order will be funded by the following program(s):

- Title XIX
- Children with Special Health Care Needs Services Program (CSHCN)
- Long Term Care (LTC)
- Medical Transportation Program (MTP)

- Women's Health Services
- Other _____

ADVANCED PLANNING DOCUMENT

An Advanced Planning Document Update (APD-U) will be submitted for Modifying Amendment to COR 20 – 024.

An APD or APD-U is not required if the Project is 100% funded by the State, does not exceed federal funding request threshold requirements, or other special circumstances specified by the State.

The following federal regulations and constraints apply:

Centers for Medicare and Medicaid Services (CMS) requires the State to submit an APD for prior approval for any Project/COR that totals or exceeds the normal administrative rate threshold of \$1,000,000 for total TMMIS Project costs that are claimed at either a 50% FFP or the 75% FFP levels. All FFP requests at the 90% FFP rate must have APD approval from CMS. The \$1,000,000 is based on the cost of the Contract Amendment only (not the original Contract cost for the Project/COR plus the Amendment).

If the SOW included in the COR is part of a Project covered by a previously approved TMMIS APD, then an APD-U must be submitted for total Project cost increases of \$300,000 or ten percent (10%) of Project costs, whichever is less. CMS will not provide FFP for Projects that are comparable in scope, but divided into separate Amendments, COR responses, or Projects in order to remain under the threshold. In addition, if a Project was undertaken by the State that was under the threshold, and a subsequent Project is being considered, all TMMIS costs must be combined from all Projects. If the total TMMIS costs exceed the threshold, an APD must be submitted for prior approval for all TMMIS activities and costs.

APPENDIX C

CMS CONDITIONS AND STANDARDS

CMS Conditions and Standards as prescribed in Medicaid IT Supplement (MTS 11-01, v1.0) and regulatory requirements defined in 42 CFR §433.112(b)(1) through (b)(22) apply to this Modifying Amendment COR as described below.

1. Modularity Standard:

COR 20 – 024 will follow a well-defined System Development Lifecycle (SDLC), leveraging Agile delivery methods for iterative and incremental development that aligns with the HHSC product owner’s vision for the Project.

2. Medicaid Information Technology Architecture (MITA) Condition:

COR 20 – 024 will impact the MITA condition by consolidating health information for Medicaid patients and making it accessible through a secure Patient Access API.

The solution also impacts the MITA Manage Member Information (ME01) business processes: however, since CMS has not updated these business processes to the 3.0 version, there will be no assessment of the maturity levels for these business processes.

EE04 – INQUIRE MEMBER ELIGIBILITY			
QUESTION	PER 2020 MITA 3.0 SS-A: AS IS	PER 2020 MITA 3.0 SS-A: ASSISTS IN IMPROVING MITA MATURITY LEVELS (TO BE)	COMMENTS
Q1. Is the process primarily manual or automated?	2	2	Process is highly automated, but will not move to a 3 until the State legislature mandates that HHSC share and integrate enrollment services with CHIP and the Marketplace.
Q2. Does the State Medicaid Agency use standards in the process?	3	3	Uses intrastate standards. Does not implement interstate exchanges.
Q3. How does the State Medicaid Agency collaborate with other agencies or entities in performing the process?	2	2	Requires HHSC to share and integrate Medicaid, CHIP, and the Marketplace.
Q4. How timely is this end-to-end process?	3	3	Eligibility inquiries complete in less than five (5) seconds. With EaaS the eligibility data is updated in near real time as well.

EE04 – INQUIRE MEMBER ELIGIBILITY			
QUESTION	PER 2020 MITA 3.0 SS- A: AS IS	PER 2020 MITA 3.0 SS-A: ASSISTS IN IMPROVING MITA MATURITY LEVELS (TO BE)	COMMENTS
Q5. How accurate is the information in the process?	2	2	Process is considered accurate. Any errors are edited and corrected. However, until CMS establishes performance measures, states cannot measure accuracy at 90% or higher. As a result, it will remain at level 2.
Q6. How accessible is the information in the process?	2	2	Eligibility data is updated in near real-time and made available online to authorized providers and members. Provides summary and detailed eligibility views in printable formats. This process will not move to a 3 until the State legislature mandates that HHSC share and integrate enrollment services with CHIP and the Marketplace.
Q7. What is the cost of the process compared to the benefits of the results?	2	2	This process will not move to a 3 until the State legislature mandates that HHSC share and integrate enrollment services with CHIP and the Marketplace.
Q8. How efficient is the process?	2	2	Process is highly automated and efficient. However, until CMS establishes performance measures, States cannot measure efficiency at 90% or higher. As a result, it will remain at a level 2.
Q9. How accurate are the results of the process?	2	2	Process is highly accurate. However, until CMS establishes performance measures, States cannot measure accuracy at 90% or higher. As a result, it will remain at a level 2.
Q10. How satisfied are the Stakeholders?	2	2	Solution improves stakeholder satisfaction through ease of use and

EE04 – INQUIRE MEMBER ELIGIBILITY			
QUESTION	PER 2020 MITA 3.0 SS-A: AS IS	PER 2020 MITA 3.0 SS-A: ASSISTS IN IMPROVING MITA MATURITY LEVELS (TO BE)	COMMENTS
			TOA indicator. Needs to address Managed Care Organization concerns and implement stakeholder surveys to reach level 3.

3. Industry Standard Condition:

COR 20 – 024 will implement industry-standard electronic health transactions, mandated by the ONC 21st Century Cures Act final rule and further defined by the CMS Interoperability and Patient Access final rule (CMS-9115-F). This Project will implement interoperable and patient accessible health, provider and prescription drug information.

Specifically, Health Level 7 (HL7) Version 4.0.1 Fast Healthcare Interoperability Resources (FHIR) Release 4, and SMART IG / OAuth 2.0. This ‘SMART on FHIR’ arrangement provides reliable, secure authorizations for a variety of app architectures using the OAuth 2.0 standard.

This Project will make patient claims data available via the Patient Access API, following the CARIN Alliance Blue Button® Framework and Common Payer Consumer Data Set (CPCDS) Implementation Guide. This API will also make preferred drug lists available utilizing the DaVinci Payer Data Exchange US Drug Formulary Implementation Guide. The Provider Directory API will leverage the DaVinci PDEX Plan Net IG and will be accessible via a public-facing digital endpoint.

4. Leverage Condition:

COR 20 – 024 will leverage existing technology assets, designs and functionality. The OAuth 2.0 authentication method will reuse EaaS architecture, member data, and web services to perform patient matching and orchestration with claims, provider data sources. Interfaces previously implemented for use in the Medicaid Client Portal will be leveraged and modified to support required integration with YourTexasBenefits.com to authenticate member credentials.

5. Business Results Condition:

This solution will provide Medicaid members with secure access to health information using modern, compliant and secure methods mandated by ONC and CMS. Claims,

Provider and Formulary information will be available to approved trading partners using the Patient Access and Provider Directory APIs. Patients may access the information shared using HHSC managed member credentials, through their chosen and approved third-party vendor. These APIs will comply with federal, state and industry standards, ensuring interoperability and transparency into the cost and outcomes of health care.

6. Reporting Condition:

COR 20 – 024 will implement healthcare standard APIs supporting patient access to health information through secure, third-party applications. Medical and pharmacy FFS claims history, formulary and provider network information will be accessible through the mandated API.

7. Interoperability Condition:

COR 20 – 024 will ensure Texas Medicaid meets CMS final rule CMS-9115-F through the implementation of Patient Access and Provider Directory APIs. These mandated APIs enable patient access to their health information through the use of standardized and interoperable methods, standards and formats.

8. Modified Adjusted Gross Income (MAGI)-based System Functionality:

N/A for COR 20 – 024.

9. Mitigation Plan:

MITIGATION STRATEGY # 1	MITIGATION DESCRIPTION
CATEGORY	Timeline
DESCRIPTION	Multiple systems require modifications to complete full compliance. These include CONTRACTOR-maintained systems as well as HHSC systems (TIERS, yourtexasbenefits.com). While the changes to each impacted system can be completed independently, the systems must interact to achieve the complete solution.
IMPACT	High
PROBABILITY OF OCCURRENCE	Medium
RESPONSE	Control
MITIGATION STRATEGY	The success of the project is dependent on adherence to the HHSC-approved Project Work Plan which will be developed as part of COR 20-024. HHSC must communicate expectations and deadlines to impacted trading partners to gain agreement for compliance with the schedule.

10. Key Personnel: State Key Personnel will be identified and documented by HHSC in the APD.

11. **Documentation Condition:** CONTRACTOR will maintain documentation for software that is developed for COR 20 – 024. Documentation will follow industry standards and best practices, including all necessary information, so that the system, where contractually allowed, could be installed and operated by a variety of contractors and other users

12. **Minimization of Cost for Operation on an Alternate System Condition:** The system will be developed with regards to minimizing the cost of operation on alternate system by limiting the use of proprietary language coding, where possible, in the development of the system. This condition is considered in conjunction with APD requirements regarding cost benefit analyses required at 45 CFR95.605 or § 95.610.

APPENDIX D

FINAL COST MODEL

See accompanying Cost Model, version 4.0.

APPENDIX E

For glossary of acronyms and terms not listed below, see Agreement.

GLOSSARY OF ACRONYMS AND TERMS

ACRONYM / TERM	ACRONYM DESCRIPTION/ TERM DEFINITION
APD	Advanced Planning Document
API	Application Programming Interface
ARC/RRC	additional resource charge/reduced resource credit
CMS	Centers for Medicare and Medicaid Services
CONTRACTOR	Accenture State Healthcare Services, LLC
CPCDS	CARIN Alliance Blue Button® Framework and Common Payer Consumer Data Set
EaaS	Eligibility as a Service
EDI	Electronic Data Interchange
FFS	Fee for Service
FHIR	Fast Healthcare Interoperability Resources
FFY	Federal Fiscal Year
HHSC	Texas Health & Human Services Commission
HL7	Health Level Seven International – A non-profit ANSI-accredited standards development organization that provides health data interoperability standards and solutions.
HW/SW	hardware/software
LAR	Legally Authorized Representative
MAGI	Modified Adjusted Gross Income
MCO	Managed Care Organization
MCP	Medicaid Client Portal

ACRONYM / TERM	ACRONYM DESCRIPTION/ TERM DEFINITION
MITA	Medicaid Information Technology Architecture
ONC	Office of the National Coordinator for Health Information Technology
PCRA	Pharmacy Claims and Rebate Administrator
PEMS	Provider Enrollment and Management System
PIMS	Provider Information Management System
PPM	Project and Portfolio Management
SDLC	System Development Lifecycle
SFY	State Fiscal Year
SOW	Statement of Work
TIERS	Texas Integrated Eligibility Redesign System
VIC	Vendor Initiated Correspondence
YourTexasBenefits.com	HHSC TIERS member benefits portal