#### HHSC CONTRACT 529-16-0007-00001G

# AMENDMENT SEVEN TO HHSC CONTRACT NO. 529-16-0007-00001

THIS AMENDMENT SEVEN (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 1501 S. MoPac Expressway, Austin, TX 78746. HHSC and the CONTRACTOR may be referred to in this Amendment individually as a "Party" and collectively as the "Parties."

WHEREAS, Federal regulations at 42 CFR 438.602 require HHSC, as the single State Medicaid agency, to screen, enroll, and periodically revalidate all Medicaid network providers of managed care organizations (MCOs);

WHEREAS, pursuant to 42 CFR 457.990, HHSC, as the single state agency that oversees the Children's Health Insurance Program (CHIP), must screen, enroll, and revalidate CHIP network providers participating or wishing to participate in CHIP, in the same manner as it does for Medicaid network providers under 42 CFR 438.602, and these CHIP network providers must be aligned to the FFS provider enrollment process;

WHEREAS, the fee-for-services (FFS) process is facilitated by CONTRACTOR on HHSC's behalf, and to add the CHIP providers will impact the Statement of Work of the Agreement; and

WHEREAS, this Amendment represents the Parties mutual agreement regarding additional requirements for CONTRACTOR staff to support the CHIP provider enrollment within Texas Medicaid in compliance with the federal regulations.

WHEREAS, this Amendment replaces AMENDMENT ONE to HHSC Contract No. 529-16-0007-00001 in its entirety, due to a significant decrease in the expected provider application volume (see Assumption #2 description below).

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

#### 1. STATEMENT OF WORK.

a. The following requirements have been completed and incorporated in the Statement of Work (SOW) set forth in Exhibit B to the Agreement to include CHIP provider enrollment.

ID# TYPE		REQUIREMENT		
PRV - 0422	General	Facilitate Project Status meetings twice monthly with HHSC.		
PRV - 0423	Reporting	Track and report the status of enrollment for the CHIP providers to HHSC on a mutually agreed upon frequency.		

ID#	Түре	REQUIREMENT
PRV - 0424	Training, Education & Materials	Perform outreach and education to providers identified as CHIP-enrolled to support the ACA-mandated enrollment. Included in outreach are updates to the TMHP website.
PRV - 0425	Reporting	Track and report the outreach and education to CHIP providers to HHSC on a mutually agreed upon frequency.
PRV - 0426	Enrollment	Complete the enrollment of CHIP providers through the ACA- mandated screening and processes.
PRV - 0427	Enrollment	Complete site visits for moderate and high risk CHIP providers.

- b. The project management delivery for implementing associated system modifications are managed by the base enhancement team. CONTRACTOR has completed the requirements set forth above from August 1, 2017 through November 17, 2017.
- ASSUMPTIONS. The requirements and associated fees set forth in this Amendment are based
  on the following assumptions. For the avoidance of doubt, the assumptions contained in this
  Amendment only relate to the contemplated changes to the SOW by this Amendment and do
  not relate to the remainder of the SOW.

ITEM.	ASSUMPTIONS		
1,	Communications and notifications were created and distributed for internal staffing and the provider community per standard communication processes.		
2.	CONTRACTOR and HHSC agreed to plan activities and staffing to support approximately 45,000 provider applications (assumed 30% of the Providers submit multiple applications) during the initial enrollment phase many of which encounter additional touchpoints and documentation due to deficiencies found after original submissions. However, CONTRACTOR recognized an issue that enrollments were trending very much lower and slowed hiring and other activities commensurate with these lower volumes starting in August and continuing throughout the term of the Amendment. The volumes further lowered, to approximately 700 unique NPIs, as of early November, after limiting the volume to only those providers who submitted a claim in the last year. Given these low volumes, HHSC notified CONTRACTOR to initiate ending the Amendment. CONTRACTOR assumed that 58% of applications would require deficiency corrections for provider application errors sourced from providers.		
3.	CHIP providers utilized the Provider Enrollment Portal (PEP) without modifications to screens, work flows, business edits, business rules or other functionality.		
4.	CHIP providers were required to log in to PIMS after enrollment processes were completed to choose to opt out of online provider lookup (OPL) inclusion.		
5.	Site visits for CHIP providers were completed without additional CONTRACTOR staff.		

ITEM	ASSUMPTIONS		
6.	CONTRACTOR performed outreach to approximately 10,000 CHIP providers using targeted prioritized approach, in collaboration with HHSC, based on data from MCOs.		
7.	CHIP providers were identified by CONTRACTOR using CHIP MCO network file information.		
8.	CONTRACTOR operational processes were applied to CHIP provider enrollments. Work instructions and P&Ps were changed in accordance with SAR 79617.		
9.	Month one staffing assumed that the impacted provider population had some communications from the MCOs and/or the State and had the ability to start submitting enrollment applications in August 2017 with no interruption from July.		
10.	CHIP provider enrollment applications were differentiated from other traditional Medicaid provider enrollment applications by use of an indicator to designate the application was a CHIP application. CONTRACTOR ARC/RRC reporting excluded these differentiated CHIP providers.		
11.	Risk management associated with impacts with trading partners and state agencies, including MCOs, was managed by HHSC. Impacts were not included in CONTRACTOR pricing for this Amendment. Delays in completion of tasks delegated to those entities did not affect the overall timelines to complete enrollment for the CHIP providers.		
12.	Calls related to enrollment of CHIP providers were handled by CONTRACTOR Contact Center without additional CONTRACTOR staff.		

### 3. SERVICES PRICING.

a. CONTRACTOR pricing is based on the following resource requirements. The positions listed in the table below performed the Services under this Amendment. The appropriate rates for the positions are listed in the table below and the CHIP Provider Enrollment Cost Model, version 1.9 attached to this Amendment as <u>Attachment 1</u> ("CPE Cost Model").

Rate Card Role	Team/Role	Contract Year 1 Rate		Hours 24,493
Agent	Specialist, Coordinator, Outreach Rep		47.40	
Sr. Agent	Special Handler, Internal QA, Quality Auditing Analyst, Recruitment and Retention Representation, Learning Design Consultant	s	58.62	6,146
Team Lead/Supervisor	Team Lead	S	72.61	413
Operations Management	Supervisor	\$	103.38	806

b. Documentation received in CONTRACTOR'S Front End Services operation related to enrollment of CHIP providers will be billed as Correspondence and will be included in the monthly invoice to HHSC under the "Correspondence Single/Multi" category. The amount included will reflect the actual volumes received by CONTRACTOR.

#### 4. FEES.

- a. CONTRACTOR will perform the Services on a "fixed fee" basis in the amount and terms set forth in the Fee Schedule included in the CPE Cost Model and made part of Exhibit D to the Agreement. Total Fees under this Amendment will not exceed ONE MILLION SIX HUNDRED THIRTY FOUR THOUSAND FOUR HUNDRED NINETY DOLLARS (\$1,634,490).
- 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.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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 SEVEN 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			
By: F9D010121C=B41D Charles Smith	By: Cience J. Wastropp Terrence J. Westropp			
Executive Commissioner	Account Director			
May 23, 2018	3/1/20/8			
Signature Date	Signature Date			