

AMENDMENT EIGHT
TO HHSC CONTRACT NO. 529-16-0007-00001

THIS AMENDMENT EIGHT (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 agency 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, CONTRACTOR currently acts as a payment and verification agent in connection with the HHSC Electronic Visit Verification (EVV) vendor services agreements, and issues payments to EVV vendors on behalf of HHSC for fee for service eligible Provider Agencies and clients, as authorized by HHSC, and validates EVV vendor invoices for accuracy; and

WHEREAS, this Amendment represents the Parties' agreement to change their commercial arrangement by assigning the contract between HHSC and DataLogic, to CONTRACTOR, and committing HHSC to pay CONTRACTOR for the transactions performed by the EVV vendor, using the existing unit variable pricing structure in the HHSC Contract 529-16-0007-00001.

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

1. **BACKGROUND.** Senate Bill 894, as well as Senate Bill 1, Section II, Rider 205 of the 85th Texas Legislature, Regular Session, call for a comprehensive review and report of Electronic Visit Verification (EVV) operations and opportunities for administrative and automation enhancements by March 31, 2018. These legislative requirements emphasize streamlining, standardizing and maximizing technology to enhance EVV operations.

HHSC staff undertook business process analyses of the EVV Program and began working on ways to respond to findings from recent internal reviews by Myers & Stauffer, LLC and the HHSC Inspector General Inspection team, as well as from staff working with stakeholders over the past years. HHSC staff constructed a short- and long-term plan to address the issues discovered during the business process analysis. It is HHSC's intent to address these issues within this Amendment and a future change order request (COR) to the Agreement with CONTRACTOR.

2. **SCOPE OF SERVICES.** This Amendment memorializes the Parties' agreement to transfer to CONTRACTOR by assignment, the existing contract with DataLogic, an EVV vendor, which expires on November 6, 2018, and establishes requirements CONTRACTOR must adhere to in the subsequent selection and contracting with EVV vendor(s). CONTRACTOR will be responsible for requiring and enforcing EVV vendor performance standards described by the current EVV contract and other supporting documents.

Additional or alternate performance standards and provisions for enforcement may be defined and incorporated into the Agreement through subsequent amendment.

3. **ON-GOING REQUIREMENTS.** CONTRACTOR will be accountable for the following on-going requirements:

(A) DEFINITIONS

1. EVV Vendor is defined as an organization that provides a telephone and computer-based system that electronically verifies that service visits occur and documents the precise time service provision begins and ends.
2. Provider Agency is defined as an organization that employs workers to provide services to individuals in a residence or independent living environment

(B) EVV VENDOR REQUIREMENTS

ITEM#	REQUIREMENT
EVV - 0013	Establish and manage an EVV Vendor Pool consisting of one or more EVV vendors that provide EVV services in accordance with State-approved business and technical requirements.
EVV - 0014	Maintain the performance standards as stated and enforced in the DataLogic EVV contract and the HHSC EVV Vendor Compliance Plan from February 12, 2015, until termination or expiration of the DataLogic EVV contract.
EVV - 0015	Develop and maintain a State-approved EVV Vendor Compliance Plan.
EVV - 0016	Report EVV vendor performance quarterly based on mutually agreed-upon criteria between CONTRACTOR and HHSC.
EVV - 0017	Track costs and effort associated with EVV vendor management services. Report actual effort expended performing the services associated with this amendment in a format approved by the State.
EVV - 0018	Provide a transition plan to HHSC in a mutually agreed-upon format with mutually agreed-upon content 120 days prior to the proposed transition in the event of a change or termination of the selected EVV vendor(s). The plan may include stakeholder communications, stakeholder education, and stakeholder impact assessment of the proposed transition, Provider Agency data setup approach, and in-flight Provider Agency data transition timeline.

ITEM #	REQUIREMENT
EVV - 0019	Administer a mutually agreed-upon process by HHSC and CONTRACTOR, by which Provider Agencies choose an EVV vendor.
EVV - 0020	CONTRACTOR shall not require Provider Agencies to remain with a particular EVV vendor for a specific duration.
EVV - 0021	CONTRACTOR shall not charge Provider Agencies and/or the Individual/Member for any services or equipment associated with EVV services provided by CONTRACTOR or by the selected EVV vendor(s) under this contract.
EVV - 0022	Provide live EVV telephone help desk support from 7:00 am - 7:00 pm Central and Mountain Standard Time in English, Spanish, and other languages as mutually agreed-upon.
EVV - 0023	Provide after-regular-business-hours customer service telephone support by at least an automated system with the capability to provide callers with the operating hours information and an opportunity to leave a message.
EVV - 0024	Provide an EVV system that allows access and use, by a number of concurrent users, as agreed by CONTRACTOR and HHSC, and does not impose a limit on EVV system user accounts for CONTRACTOR, Provider Agencies, HHSC, MCOs or impose an additional charge for new user accounts.
EVV - 0025	Provide an EVV system that is compatible with commonly available browsers, as agreed upon between HHSC and CONTRACTOR, and TMHP supported software and hardware platforms used by CONTRACTOR, HHSC, and MCOs.
EVV - 0026	Conduct trading partner testing and develop/manage operational readiness planning and testing when implementing EVV vendors.
EVV - 0027	Provide an EVV system that produces standard reports to be used by Provider Agencies, HHSC and MCOs to monitor compliance of contractual requirements, as mutually agreed-upon with the State.
EVV - 0028	Provide initial and ongoing training and documentation to system users (e.g. HHSC, MCOs, and Provider Agencies) for the use of EVV system(s).
EVV - 0029	Require Provider Agencies to complete system training prior to accessing the EVV system for the first time starting on a mutually agreed-upon date that is no later than November 30, 2018.
EVV - 0030	Require Provider Agencies to complete EVV system training on an annual basis starting on a mutually agreed-upon date that is no later than November 30, 2018.

ITEM #	REQUIREMENT
EVV - 0031	Track all EVV system training activities for each user starting on a mutually agreed-upon date that is no later than November 30, 2018. Provide this information to HHSC upon request.
EVV - 0032	Implement and maintain the Consumer Directed Services (CDS) option on EVV relevant services. HHSC to provide program information prior to implementing EVV verification.
EVV - 0033	Provide access for State users and MCOs to mutually agreed-upon functions within the EVV systems. Manage EVV system access and termination requests.
EVV - 0034	Conform to incident reporting and resolution processes approved by HHSC.
EVV - 0035	Provide technology that allows Provider Agencies and their staff to complete the visit verification process (e.g. calling in and calling out) in English and Spanish.
EVV - 0036	Provide the capability to complete the visit verification process (e.g. calling in and calling out) in languages other than English and Spanish within 60 days of State request.
EVV - 0037	Provide technology devices for call in and out functions that meet applicable ADA requirements.
EVV - 0038	Propose and obtain State-approval for any devices and/or technology used for the visit verification process (e.g. calling in and calling out).
EVV - 0039	Develop a State-approved change management process for adding and/or modifying business requirements, technical requirements, and changes to the EVV system(s). This process will govern, <i>inter alia</i> , notification timelines and requirements, and approval processes for EVV system changes, including maintenance, modifications, and enhancements.
EVV - 0040	Provide an EVV system that enables Provider Agencies to access prior authorizations.
EVV - 0041	Annually assess the implemented capabilities of the EVV system, related to data collection, storage, and distribution of EVV transaction data and provide to the State recommended enhancement and remediation plans if CONTRACTOR determines implemented capabilities do not meet expected industry best practices.
EVV - 0042	Provide an EVV system that contains an audit trail and traceability functionality for all data changes made in the EVV system. The audit trail and the traceability functionality must be deemed sufficient and approved by the State. This

ITEM #	REQUIREMENT
	information must be made available to the State, MCOs, and Provider Agencies upon request.
EVV - 0043	EVV vendors selected by CONTRACTOR must have claims submission functionality that Provider Agencies can elect to use at their own cost.
EVV - 0044	Provide an EVV system that allows Individual/Member information such as demographic and eligibility data to be entered through an automated process or manual entry (at the Provider Agency's option) at no cost to the Provider Agency or third party software vendors used by the Provider Agency. Validate Individual/Member information entered by the Provider Agency against applicable source data.
EVV - 0045	Provide an EVV system that allows Provider Agency information to be entered through an automated process or manual entry (at the Provider Agency's option) at no cost to the Provider Agency or third party software vendors used by the Provider Agency. Validate Provider Agency information entered by the Provider Agency against applicable source data.
EVV - 0046	Provide an EVV system that allows service schedules to be entered through an automated process or manual entry (at the Provider Agency's option) at no cost to the Provider Agency or third party software vendors used by the Provider Agency.
EVV - 0047	Modify Texas Medicaid Management Information System (TMMIS) to accept historical EVV data interface as received from Sandata EVV vendor without validation.
EVV - 0048	Modify TMMIS to archive historical Sandata EVV vendor data in the Data Warehouse separate from other EVV data.

4. **ASSUMPTIONS.** The requirements and value set forth in this Amendment are based on the following assumptions, which the CONTRACTOR relied in agreeing to perform the Services described in this Amendment. If any Assumptions are not performed or prove to be incorrect, it may cause changes to the timeline, fees and expenses, deliverables, level of effort required, or other matters specified in this Amendment, and HHSC shall grant to CONTRACTOR such additional time as is reasonable to provide the Services and/or the relevant deliverables, as the case maybe, and shall pay to CONTRACTOR any additional fees necessary to compensate CONTRACTOR for any necessary additional effort or expenses.

ITEM	ASSUMPTIONS
1.	The Contract between HHSC and DataLogic will be assigned to CONTRACTOR upon execution of this Amendment.
2.	HHSC will retain the MEDsys contract.

ITEM	ASSUMPTIONS
3.	Upon termination or expiration of the contract between HHSC and MEDsys, HHSC will have no EVV contracts with other parties to perform EVV services, except as required under the Contract with CONTRACTOR.
4.	HHSC acknowledges that CONTRACTOR has no responsibility, contractual or otherwise, for any past performance issues of DataLogic under their contract with HHSC. Instead, as part of its submission of Pass-Through Expenses to HHSC under the Agreement, CONTRACTOR has served only as a payment and verification agent for the EVV vendor services. Accordingly, CONTRACTOR has had no role in their performance to date, and bears no responsibility for any EVV vendor performance prior to assignment of their contracts by HHSC to CONTRACTOR.
5.	Following assignment of the DataLogic contract, the Liquidated Damages provisions described by Section 2.5 of RFP No. 529-14-0060 for Electronic Visit Verification (EVV) Services shall be available only to CONTRACTOR in its administration of the DataLogic contract. Absent a subsequent amendment to the Agreement identifying applicable events and amounts for the assessment of liquidated damages against CONTRACTOR, HHSC will not assess liquidated damages against CONTRACTOR to address performance issues associated with this Amendment.
6.	While CONTRACTOR is acting as HHSC's agent in administering the current DataLogic contract or subsequent extension(s) of the current contract, any liquidated damages CONTRACTOR imposes against and subsequently collects from DataLogic will be remitted to HHSC.
7.	CONTRACTOR will not impose new business requirements on the EVV vendors until the re-procurement of the contract unless mutually agreed-upon between HHSC and CONTRACTOR.
8.	Contracts between DataLogic and MCOs will remain in effect until expiration or termination. CONTRACTOR will advise MCOs on necessary contracting arrangements with approved EVV vendors.
9.	In the selection and management of EVV vendors, CONTRACTOR will seek to minimize the effort required by the Provider Agency for data collection activities in their systems during initial setup and ongoing modifications to their organization data.
10.	In the selection and management of EVV vendors, CONTRACTOR will seek to minimize the effort required by the Provider Agency for ongoing maintenance of the EVV visit transaction data (e.g. adjustments to visit hours, assigning reasons for exceptions).
11.	In the selection and management of EVV vendors, CONTRACTOR will seek to minimize the effort required by the Provider Agency for managing field staff (e.g., accurately estimate scheduling needs, identify lag time between visits, missed visits, or late visits, and identify training needs).
12.	In the evaluation of EVV vendors, CONTRACTOR will look for vendors who demonstrate best practices used in providing customer service, including responding to issues and concerns from HHSC, MCOs, and Provider Agency within established timeframes.

ITEM	ASSUMPTIONS
13.	Evaluation, selection, and contracting of new EVV vendors is at the sole discretion of CONTRACTOR. CONTRACTOR will inform HHSC of planned contracting efforts with EVV vendors, but is not required to obtain approval from HHSC.
14.	CONTRACTOR will consider Provider Agency and stakeholder impacts while maintaining a choice of vendors for Provider Agencies. CONTRACTOR will seek to reduce Provider Agency administrative burden associated with involuntarily transfer of vendors.
15.	It is HHSC's expectation that CONTRACTOR will assign staff that are knowledgeable of current EVV technologies, products and services available, as well as Texas Medicaid Services for which HHSC uses the EVV system.
16.	Unless otherwise specified in this Amendment, all requirements and provisions of the Agreement, including the statement of work, apply to the EVV services provided under this Amendment.
17.	Selected EVV vendors will accommodate minor enhancements to the EVV system resulting from changes in the scope of services across multiple programs as well as additional services and/or programs that will be added by HHSC to the EVV System.
18.	The proposed methodology to score potential EVV vendor(s) will include some consideration of an EVV vendors' score in the Texas Comptroller of Public Accounts Vendor Performance Tracking System. CONTRACTOR will develop a proposed standardized methodology for scoring potential EVV vendor(s), and methodology will be available to HHSC upon request.

5. **PAYMENTS FOR OPERATIONAL EVV VENDOR SERVICES.** HHSC will pay CONTRACTOR monthly Variable Unit Rate Fees for EVV vendor services included in this Amendment according to Section 2c of Exhibit C. Variable Unit Rate Fees will be calculated by multiplying the applicable CONTRACTOR Unit Rates (associated with Subcontractor functions) times the actual units incurred and further described as follows:

The term 'units incurred' for purposes of this section is defined as one of the following transactions in the EVV system: (i) a call-in when service delivery begins, and (ii) call-out when service delivery ends. HHSC will not permit payment for more than two total transactions per verified visit and no more than one for a call-in to start the visit and no more than one call-out to end the visit. HHSC will not permit payment for any visit that is verified through visit maintenance without transactions.

Exhibit D-03(c) is updated to include CONTRACTOR Variable Unit Rates for EVV vendor services ("EVV Visit Transaction Prices").

The following Services provided by EVV vendors will be billed on a per-unit basis, as specified in Exhibit D-03(c):

- EVV Visit Transactions (DataLogic)

- DataLogic will provide EVV Program transactions to CONTRACTOR. Data will only include accepted visit transactions and will exclude records with unresolved warnings.

EVV Visit Transaction Prices are calculated by adding the unit costs charged by EVV vendors to CONTRACTOR (“EVV Unit Cost”), plus the indirect cost of management and oversight of EVV vendors by CONTRACTOR (“EVV Indirect Cost”). For clarity, the components of the EVV Visit Transaction Price are further defined as follows:

- The EVV Unit Cost will be equal to the unit cost per transaction as stipulated in the contract between each EVV vendor and CONTRACTOR. Additionally, the following specifications will apply:
 - If CONTRACTOR and an EVV vendor agree to a change in cost, the new cost will change the EVV Visit Transaction Price starting with the effective date of the new cost between CONTRACTOR and that EVV vendor.
 - If the new cost between CONTRACTOR and an EVV vendor is greater than fourteen (14) cents per transaction, the resulting EVV Visit Transaction Price must be agreed by the Parties prior to resetting the EVV Visit Transaction Price.
- The EVV Indirect Cost will be determined based on the EVV Unit Cost, and with the following specifications:
 - The maximum EVV Indirect Cost is 7.5 cents (“Max EVV Indirect Cost”). The Max EVV Indirect Cost is based on the requirements and assumptions in this Amendment. If any requirements or assumptions change, CONTRACTOR may evaluate the need to change the Max EVV Indirect Cost. Any change to the Max EVV Indirect Cost must be mutually agreed by the Parties.
 - The EVV Indirect Cost is calculated by multiplying the EVV Unit Cost by both the Indirect Rate and Administrative Service Fee Rate, as specified in FCS – 0011 in Exhibit C-1 Financial Cost Standards (FCS) of the Agreement.
 - If the EVV Indirect Cost is equal to or less than the Max EVV Indirect Cost, the EVV Visit Transaction Price will be calculated by adding the EVV Unit Cost plus the EVV Indirect Cost.
 - If the EVV Indirect Cost is greater than the Max EVV Indirect Cost, the EVV Visit Transaction Price will be calculated by adding the EVV Unit Cost plus the Max EVV Indirect Cost.
 - If CONTRACTOR and an EVV vendor agree to EVV Unit Cost lower than nine (9) cents per transaction, CONTRACTOR may evaluate the EVV Indirect Cost calculation and present an alternative calculation to be considered and agreed by the Parties for purposes of calculating the EVV Indirect Cost and EVV Visit Transaction Price related to transactions for that specific EVV vendor.
- Changes to EVV Visit Transaction Prices will be updated in Exhibit D-03(c) upon approval of the State.
- EVV Visit Transaction Prices may vary between EVV vendors.

The Pass-Through Expenses designated in Section 2d of Exhibit C is amended to modify item 7 as follows: Payments made by CONTRACTOR to EVV vendor, MEDsys.

Costs for EVV vendor services are allowable, in accordance with Exhibit C-2, and will be reported under a Functional Area called "Electronic Visit Verification (EVV)," in accordance with Exhibit C-1.

EVV vendor implementation charges, if any, are not included in the unit variable fees or other cost within this Amendment. If such fees are required upon contracting with EVV vendors, they will be presented to HHSC for approval.

6. **EFFECTIVE DATE.** This Amendment is effective upon the last signature date below, and will continue in full force and effect through August 31, 2020, 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. Any capitalized terms in this Amendment that are not already included in Section 3.03 of the Agreement are hereby incorporated into Section 3.03 of the Agreement having the meanings as set forth in this Amendment.
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 EIGHT
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

By: 

Charles Smith
Executive Commissioner

terrence.j.westrop Digitally signed by
terrence.j.westrop
Date: 2018.05.10 16:08:19 -05'00'
By: P

Terrence J. Westropp
Account Director

5/31/18

Signature Date

05/10/2018

Signature Date



Texas Health and Human Services Commission
Texas Medicaid Management Information System Takeover
HHSC Contract # 529-16-0007
 Exhibit D-03(c)

Variable Unit Rate Fees

Category of Service	Unit Rates Operational Contract Year 1	Unit Rates Operational Contract Year 2	Unit Rates Operational Contract Year 3
SourceHOV			
Front-End Conversion			
Onsite Mailroom - Intake (Paper)	\$ 0.12	\$ 0.12	\$ 0.12
Onsite Mailroom - Intake (Electronic)	\$ 0.05	\$ 0.05	\$ 0.05
X-ray Intake	\$ 1.00	\$ 1.00	\$ 1.00
Back-End Conversion			
CMS1500 Single	\$ 1.31	\$ 1.31	\$ 1.31
CMS1500 Multi	\$ 1.48	\$ 1.48	\$ 1.46
CMS1500 Crossover	\$ 1.75	\$ 1.75	\$ 1.75
CMS Advantage	\$ 1.41	\$ 1.41	\$ 1.41
UB04 Single	\$ 3.28	\$ 3.28	\$ 3.28
UB04 Multi	\$ 3.75	\$ 3.75	\$ 3.75
UB04 Crossovers	\$ 3.31	\$ 3.31	\$ 3.31
UB04 Advantage	\$ 3.44	\$ 3.44	\$ 3.44
Dental Single	\$ 2.17	\$ 2.17	\$ 2.17
Dental Multi	\$ 3.61	\$ 3.61	\$ 3.61
Family Planning	\$ 3.27	\$ 3.27	\$ 3.27
Correspondence Single / Multi	\$ 2.50	\$ 2.50	\$ 2.50
Claim Adjustments	\$ 1.31	\$ 1.31	\$ 1.31
RTP Single	\$ 0.32	\$ 0.32	\$ 0.32
RTP Multi	\$ 0.51	\$ 0.51	\$ 0.51
TPL Single	\$ 0.33	\$ 0.33	\$ 0.33
TPL Multi	\$ 0.49	\$ 0.49	\$ 0.49
Bad Address Indexing	\$ 2.46	\$ 2.46	\$ 2.46
SUR Documentation	\$ 0.91	\$ 0.91	\$ 0.91
Check Scanning			
Check Indexing/Email	\$ 1.92	\$ 1.92	\$ 1.92
Check scanning into JPMC via website	\$ 0.15	\$ 0.15	\$ 0.15
Unacceptable Payee Check Return	\$ 0.97	\$ 0.97	\$ 0.97
Foreign Language Call Handling (Language Select)			
Spanish translated calls handled	\$ 1.37	\$ 1.37	\$ 1.37
Non-Spanish/non-English translated calls handled	\$ 1.52	\$ 1.52	\$ 1.52
Radiology Prior Authorizations (ev/Core)			
PA procedure codes dispositioned	\$ 27.67	\$ 27.67	\$ 27.67
Letter Translation Services (Albomoz & Associates)			
Translated Medicaid Service Denial Letters from English to Spanish	\$ 16.91	\$ 16.91	\$ 16.91
DataLogic			
EVV Visit Transactions*	\$ 0.215	\$ 0.215	\$ 0.215

* EVV Visit Transactions rate of \$0.215 is subject to change

Contract Year 1: August 1, 2017 – August 31, 2018 (12 Months)
 Contract Year 2: September 1, 2018 – August 31, 2019 (12 Months)
 Contract Year 3: September 1, 2019 – August 31, 2020 (12 Months)