

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

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

THIS AMENDMENT 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 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**, in accordance with Article 9 of the Agreement, the Parties wish to amend the Agreement in order to replace Amendment Six COR 18 - 004, version 3.0, in its entirety with COR 18-004, Version 5.0. Amendment Six COR 18 - 004, version 3.0, modified the Scope of Work of the Agreement in order to develop payment request processing functionality and contract compliance reporting functionality in the Texas Medicaid Management Information System (TMMIS). This would allow the Substance Use Disorder (SUD) users of the HHSC Source application to utilize TMMIS so that HHSC Source application can be retired.

**WHEREAS**, the Parties wish to replace the terms and conditions of Amendment Six COR 18 - 004, Version 3.0 in the Agreement with this Amendment.

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

1. **ADJUSTMENT TO BILLING SCHEDULE.** The March 30, 2018 Execution Date of Amendment Six did not allow for work to commence as planned. Therefore, the parties are adjusting the Billing Schedule to commence in April 2018.

**REQUIREMENTS.** The Requirements related to Amendment Six COR 18 - 004 are modified to add read-only access to the CONTRACTOR database which will house the Substance Use Disorder data related to this implementation.

2. **SCOPE AND PRICING.** CONTRACTOR will, in consideration of the payments to be made by HHSC under this Amendment, perform the Services set forth in COR 18 - 004, Version 5.0, on a "fixed fee" basis in the amount and under the terms set forth; provided however, the fees will change according to the adjusted Billing Schedule. Total Fees under this Amendment will not exceed ONE MILLION NINETY EIGHT THOUSAND SEVEN HUNDRED THIRTY EIGHT DOLLARS (\$1,098,738).
3. **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.

4. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** With respect to performing the Services under the Agreement, CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
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 the Agreement apply to the Services and Deliverables to be provided by the CONTRACTOR under this Amendment, except to the extent those terms and conditions are hereby expressly amended. 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.

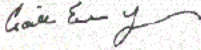
**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR  
AMENDMENT NINE  
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

DocuSigned by:



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Acting Executive Commissioner

July 6, 2018

Signature Date

Accenture State Healthcare Services, LLC

terrence.j.westropp

Digitally signed by  
terrence.j.westropp  
Date: 2018.06.21 10:59:27 -05'00'

Terrence J. Westropp  
Account Director

Signature Date

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

**ATTACHMENT A - COR MOD 18 - 004, VERSION 5.0**