

HHSC CONTRACT NO. HHS001105500001

The **TEXAS HEALTH AND HUMAN SERVICES COMMISSION** (“**HHSC**” or “**SYSTEM AGENCY**”), an administrative agency within the executive branch of the state of Texas, and **ACCENTURE STATE HEALTHCARE SERVICES LLC** (“**CONTRACTOR**”), having its principal office at 323 Congress Avenue, Austin, Texas 78701, (each a “**Party**” and collectively the “**Parties**”), enter into the following agreement (“**Contract**”) for Electronic Visit Verification (“**EVV**”) System Management Services.

I. LEGAL AUTHORITY

This Contract is entered into pursuant to Tex. Gov’t Code §§ 2157.006(a)(2) and 531.024172; Tex. Admin. Code, Title 34, Part 1, Chapter 20, Subchapter H, Rule 20.391; Tex. Admin. Code, Title 1, Part 15, Chapter 354, Subchapter O; and 42 U.S. Code § 1396b (l). Contractor was selected by HHSC as the successful respondent under HHSC’s Request for Offers No. HHS0011055 issued April 26, 2022.

II. DURATION

The Contract is effective on the date of the last Party to sign this Contract (“**Effective Date**”) and expires four (4) years after the Effective Date (“**Initial Term**”), unless sooner terminated or renewed as provided in this Contract. HHSC, at its sole discretion, may renew the Contract for up to three (3) additional one (1) year periods for a maximum Contract Term of seven (7) years.

Notwithstanding the limitation in the preceding paragraph, and with at least ninety (90) Calendar Days’ advance written notice to Contractor, at the end of the Initial Term or any renewal period, HHSC, at its sole discretion, may extend the Contract as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by HHSC to serve the best interests of the State, for up to twelve (12) months, in one-month intervals, at the then-current Contract rate or rates (if applicable) as modified during the Contract Term.

III. SERVICES

A. Service Description. The description of Services to which Contractor is bound is included as:

1. HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA;**
2. **ATTACHMENT J, CONTRACTOR’S SOLICITATION RESPONSE;**
3. **ATTACHMENT K, CONTRACTOR’S MODIFICATIONS TO SOLICITATION RESPONSE;** and
4. **ATTACHMENT O, SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10).**

Unless otherwise indicated, capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to such terms in the documents set forth in Article VIII, Contract Documents.

B. Negotiated Terms and Conditions. To the extent there are negotiated terms and conditions as well as HHSC accepted exceptions and assumptions to HHSC Request for Offers No. HHS0011055, such terms and conditions are addressed in Article V, Supplemental Terms and Conditions; Article VI, Modifications to Section 2.1, Description of Services/Statement of Work/Specifications; Section 8.3, Financial: Accounting and Reporting Requirements; and Section 8.4, Financial Payment Structure and Provisions in HHSC Request for Offers No. HHS0011055; **ATTACHMENT H, INSURANCE REQUIREMENTS; ATTACHMENT K, CONTRACTOR'S MODIFICATIONS TO SOLICITATION RESPONSE; ATTACHMENT L, FINAL PRICING WORKBOOK; or ATTACHMENT M, FEE SCHEDULES.**

IV. BUDGET

A. The total amount payable by HHSC during the Initial Term will not exceed **EIGHTY-ONE MILLION, SEVEN HUNDRED NINETY-SEVEN THOUSAND, TWO HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$81,797,255)**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract Term, including the Initial Term and all renewals and extensions exercised. However, by mutual agreement of the Parties as authorized under the Contract, the budget or Contract amounts may be amended. All expenditures under the Contract shall be in accordance with **ATTACHMENT L, FINAL PRICING WORKBOOK, and ATTACHMENT M, FEE SCHEDULES.**

B. ATTACHMENT M, FEE SCHEDULES, comprised of the following schedules, is a summarization of **ATTACHMENT L, FINAL PRICING WORKBOOK:**

- M-01 Total Transition Fees;
- M-02 Total Operations Fees;
- M-03 Variable State Pool System Operations Fees; and
- M-04 Contractor Rates.

V. SUPPLEMENTAL TERMS AND CONDITIONS

A. CONTRACTOR'S ABILITY TO CONTRACT WITH A STATE POOL SYSTEM OPERATOR

Contractor shall contract with a State Pool System Operator to operate a State Pool System in compliance with the requirements stated in this Contract no later than two (2) Calendar Days following the Contract Effective Date.

B. GENERAL. All terms and conditions of **ATTACHMENT B, UNIFORM TERMS AND CONDITIONS,** and **ATTACHMENT D, DATA USE AGREEMENT,** of this Contract remain unmodified except as provided in this Article V.

- C. HHSC CONFIDENTIAL INFORMATION REMAINS WITHIN THE UNITED STATES.** The Contractor shall ensure that all Confidential Information, as defined in **ATTACHMENT D, DATA USE AGREEMENT**, including such information residing on back-up systems, remains within the United States. Confidential Information shall not be accessed by Contractor personnel located outside of the United States. Furthermore, Confidential Information may not be received, stored, processed, or disposed via information technology systems located outside of the United States.
- D. COPYRIGHT.** Notwithstanding any copyright markings that Contractor may have placed on its Solicitation Response, Contractor agrees that HHSC may reproduce and distribute copies of the Solicitation Response to third parties without cost or liability in the ordinary course which includes, but is not limited to, postings to HHSC's public website, responses to requests received under the Texas Public Information Act in accordance with Chapter 552 of the Texas Government Code, and postings to the Texas Legislative Budget Board website in accordance with Section 322.020 of the Texas Government Code. Contractor's assertion of confidentiality regarding **ATTACHMENT J, CONTRACTOR'S SOLICITATION RESPONSE, ATTACHMENT K, CONTRACTOR'S MODIFICATIONS TO SOLICITATION RESPONSE, or ATTACHMENT L, FINAL PRICING WORKBOOK** is governed by Chapter 552 of the Texas Government Code.
- E. REPRESENTATION BY COUNSEL.** Each Party represents that it has been represented by counsel in connection with the negotiation and execution of this Contract. The rule of construction that ambiguities are resolved against the drafting party shall not apply to this Contract.
- F. ELECTRONIC SIGNATURE.** This Contract may be executed by using generally recognized e-signature technology (*e.g.*, DocuSign or Adobe Sign), and such signature shall constitute an original signature with the same legal validity, enforceability, and admissibility as a manual handwritten signature affixed on paper.
- G. SECTION 9.2, TERMINATION FOR CONVENIENCE OF ATTACHMENT B, UNIFORM TERMS AND CONDITIONS,** is deleted and replaced with the following:

9.2 TERMINATION FOR CONVENIENCE

- A. The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.
- B. There is no buyout or termination fee due if System Agency terminates the Contract early; however, if System Agency terminates the Contract for convenience, the System Agency's sole and maximum obligation to Contractor shall be to pay for (i) previously authorized Services completed

by the Contractor, through the date of termination, in compliance with the requirements of the Contract, (ii) if termination occurs during the Transition Phase, then to pay Contractor's reasonable and substantiated costs directly attributable to the terminated Contract (not to exceed the unpaid balance of any Transition Phase fees owed) incurred in compliance with Clause C of this Section 9.2; and (iii) if termination occurs during the Operations Phase, then to pay Contractor any Demobilization Costs incurred in compliance with Clause C of this Section 9.2.

- C. If System Agency terminates the Contract for convenience, then Contractor shall be entitled to payment for reasonable and substantiated costs directly attributable to the terminated Contract, subject to Contractor's obligation to make all reasonable efforts to mitigate such costs. In no event shall any costs paid by System Agency to Contractor, following termination for convenience, include fees or costs related to Contractor's loss of expected revenue, savings, or profits.

For purposes of this Section 9.2, the term "Demobilization Costs" means the following categories of costs of Contractor resulting from System Agency's termination of the Contract for convenience:

- i. office lease termination fees and office build-out costs limited to the Initial Term of the Contract;
- ii. reasonable employee severance costs on a case-by-case basis; and
- iii. reasonable Subcontractor early termination fees.

Contractor shall develop a demobilization budget for System Agency's review and approval.

H. SECTION 9.3, TERMINATION FOR CAUSE OF ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, is deleted and replaced with the following:

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

- i. **Material Breach**
The System Agency will have the right to terminate the Contract in whole or in part on thirty (30) Calendar Days' written notice if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract and the Contractor does not cure such breach within thirty (30) Calendar Days of receipt of notice, provided, however, the System Agency shall have the right to immediately terminate the Contract if the breach is: (1) Contractor's failure to adhere to any laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract; (2) Contractor's misrepresentation in any aspect of Contractor's Solicitation Response; (3) Contractor's addition to the System for Award Management (SAM) exclusion list; (4) a breach that cannot be reasonably cured within thirty (30) Calendar Days (*e.g.*, Contractor's unauthorized dissemination of Confidential Information); or (5) a repeated or chronic breach of the Contract. For clarification, such cure period does not apply to application of any liquidated damages or service credits specified in the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

iii. **Threat to Health and Safety**

No provision in this Section 9.3 shall restrict the System Agency's right to exercise any remedy without restriction to address a serious threat to health and safety.

I. SECTION 9.4, CONTRACTOR'S RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS, of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, is deleted and replaced with the following:

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

- A. If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.
- B. Contractor agrees that any necessary obligations that by their nature cannot be completed prior to the termination date will survive the Contract and Contractor shall remain obligated to perform such obligations and Services to assure successful turnover to a subsequent service provider or the System Agency pursuant to the System Agency approved Turnover Plan. Following System Agency's termination of the Contract for cause, Contractor shall not invoice and System Agency shall not be responsible for payment for any additional costs incurred by Contractor for Turnover Services required by the Contract.

- J. SECTION 10.3, ADDITIONAL INDEMNITY PROVISIONS, of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, of the Contract is deleted and replaced with the following:**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**
- D. FOR THE AVOIDANCE OF DOUBT, CONTRACTOR'S INDEMNITY OBLIGATIONS DO NOT APPLY TO DIRECT CLAIMS ASSERTED BY SYSTEM AGENCY (AS DIFFERENTIATED FROM THIRD PARTY CLAIMS).**

- K. SECTION 11.1, AMENDMENT, of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, of the Contract is deleted and replaced with the following:**

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by authorized representatives of both Parties. For Minor Administrative Changes to the Contract, System Agency delegates signature authority to the System Agency Contract Manager to sign the amendment. For purposes of this Section 11.1, the term "Minor Administrative Change" refers to non-substantive changes to the terms of the Contract. For the avoidance of doubt,

a contractual change that affects a material obligation of the Contract including, but not limited to, pricing or Contract duration, is not a Minor Administrative Change.

- L. SECTION 11.4, LEGAL OBLIGATIONS, of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, is deleted and replaced with the following:**

11.4 LEGAL OBLIGATIONS

- A. Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.
- B. If Contractor has a reasonable good faith belief that System Agency's direction to Contractor to take action, or refrain from taking action, would violate applicable law or regulations, then Contractor's performance under the Contract will not constitute a breach of the Contract provided (i) Contractor provides the System Agency Contract Manager with written notice specifying in reasonable detail the basis of its reasonable good faith belief and (ii) the System Agency Contract Manager provides written notice to Contractor to perform as directed by System Agency. Contractor will provide recommendations to System Agency based on Contractor's experience and familiarity with System Agency programs.
- C. Contractor shall not be relieved of liability under the Contract if (i) Contractor interprets an applicable law or regulation in a manner that is inconsistent with System Agency's direction and (ii) Contractor fails to comply with the requirements set forth in the immediately preceding paragraph.
- D. For purposes of this Section 11.4, the term "System Agency's direction" means any written instruction, policy, or procedure of the System Agency. System Agency's direction may include the interpretation of laws applicable to System Agency programs.

- M. ARTICLE XI, GENERAL PROVISIONS of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, is amended to add new Section 11.27 titled "Limitation of Liability" as follows:**

11.27 LIMITATION OF LIABILITY

- A. GENERAL LIMITATION. TO THE EXTENT PERMISSIBLE UNDER THE TEXAS CONSTITUTION AND THE LAWS PROMULGATED THEREUNDER, CONTRACTOR, ITS SUBCONTRACTORS AND THEIR RESPECTIVE PERSONNEL**

SHALL NOT BE LIABLE TO SYSTEM AGENCY FOR ANY CLAIMS, LIABILITIES OR ASSOCIATED EXPENSES RELATED TO THE CONTRACT (“CLAIMS”), IN EACH CONTRACT YEAR, IN AN AGGREGATE AMOUNT IN EXCESS OF THE GREATER OF EITHER (i) EIGHTY ONE MILLION AND NO/100 DOLLARS (\$81,000,000.00) OR (ii) ALL FEES PAID BY SYSTEM AGENCY TO CONTRACTOR UNDER THIS CONTRACT IN THE FORTY-EIGHT (48) CALENDAR MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF THE CLAIM OR CAUSE OF ACTION. FOR THE AVOIDANCE OF DOUBT, THE LIMITATION OF LIABILITY WILL APPLY TO ALL CLAIMS FOR ANY MATTER RELATING TO OR ARISING FROM THE CONTRACT, WHETHER THE CLAIM IS BASED UPON AN ACTION OR CLAIM IN CONTRACT, WARRANTY, EQUITY, NEGLIGENCE, OR OTHERWISE (INCLUDING ANY ACTION OR CLAIM ARISING FROM THE ACTS OR OMISSIONS, NEGLIGENT OR OTHERWISE, OF THE LIABLE PARTY).

B. EXCLUSIONS FROM LIMITATION OF LIABILITY

- 1. NOTWITHSTANDING ANY PROVISION OF THE CONTRACT TO THE CONTRARY, NO LIMITATION OF CONTRACTOR’S LIABILITY SHALL APPLY TO THE FOLLOWING:**
 - i. CLAIMS SUBJECT TO CONTRACTOR’S INDEMNIFICATION OBLIGATIONS OF THE CONTRACT EXCEPT AS PROVIDED IN CLAUSE 3;**
 - ii. CLAIMS RESULTING FROM CONTRACTOR’S OR SUBCONTRACTORS’ RECKLESSNESS, BAD FAITH, OR INTENTIONAL MISCONDUCT;**
 - iii. CLAIMS INVOLVING PERSONAL INJURY OR DEATH;**
 - iv. CLAIMS INVOLVING PROPERTY DAMAGE;**
 - v. CLAIMS RESULTING FROM FRAUD;**
 - vi. REGULATORY FINES OR PENALTIES LAWFULLY ASSESSED AS A RESULT OF VIOLATIONS OF STATE OR FEDERAL LAW APPLICABLE TO THE CONTRACT INCLUDING, BUT NOT LIMITED TO, DISCLOSURES OF CONFIDENTIAL INFORMATION;**
 - vii. LIQUIDATED DAMAGES ASSESSED AGAINST CONTRACTOR FOR FAILURE TO MEET KEY PERFORMANCE MEASURES;**
 - viii. DISALLOWANCE BY THE UNITED STATES GOVERNMENT; OR**

ix. AMOUNTS DESCRIBED BY SECTION 11.28(C).

- 2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGE, LOSS OR EXPENSE EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE.**
- 3. CONTRACTOR'S INDEMNIFICATION OBLIGATION UNDER ATTACHMENT D, DATA USE AGREEMENT TO THE CONTRACT IS SUBJECT TO SECTION 11.27(A) (GENERAL LIMITATION).**

N. ARTICLE XI, GENERAL PROVISIONS, of ATTACHMENT B, UNIFORM TERMS AND CONDITIONS, is amended to add new Section 11.28 titled "Acknowledged Direct Damages" as follows:

11.28 ACKNOWLEDGED DIRECT DAMAGES

- A. For the avoidance of doubt, the following shall be considered direct damages, and neither Party shall assert that these damages are indirect, incidental, collateral, consequential or special damages, or lost profits, to the extent they result directly from Contractor's failure to perform in accordance with the Contract:
 - i. costs and expenses for restoring or reloading any lost, stolen, or damaged System Agency Data;
 - ii. costs and expenses of implementing any work-around in respect of a failure by Contractor to provide the Services or any part thereof;
 - iii. costs and expenses of replacing lost, stolen, or damaged government property;
 - iv. cover damages, including the costs and expenses incurred by System Agency to procure the Services or corrected Services from an alternate source than the Contractor;
 - v. costs and expenses incurred to bring the Services in-house or in obtaining the same Services from an alternate source than the Contractor;
 - vi. straight time, overtime or related expenses incurred by either Party in performing (i) through (v) of this Subsection A, including overhead allocations for employees, wages, and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges, and similar charges;
 - vii. fines, penalties, sanctions, interest or other costs and expenses incurred by System Agency as a result of the Contractor's failure to comply with applicable laws;

- viii. any losses for which the Contractor is made explicitly liable under **ATTACHMENT D, DATA USE AGREEMENT**, of the Contract; and
- ix. liquidated damages assessed against Contractor for failure to meet Key Performance Measures.

B. Subsection A is not intended to be an exhaustive list. The failure to include certain direct damages from the list in this Section 11.28 shall not be construed or interpreted as an agreement to exclude such damages as direct damages under the Contract.

C. Without regard to the theory of liability or whether the action is in contract or tort, the following items are deemed direct damages and to the extent System Agency incurs such costs or expenses due to Contractor's breach of **ATTACHMENT D, DATA USE AGREEMENT**, of this Contract, Contractor shall pay or reimburse System Agency for:

- i. remediation efforts, including investigating the cause of the unauthorized disclosure (including any related forensic analysis), mitigating and correcting the unauthorized disclosure, and reasonably preventing any further similar incidents and causes thereof;
- ii. regulatory fines or penalties assessed against System Agency by a U.S. state or federal government entity;
- iii. notification to individuals whose personal data may have been disclosed;
- iv. twelve (12) consecutive months of credit monitoring services for such individuals; and
- v. a toll-free phone number where such individuals can learn if their information was impacted.

O. SUBSECTION A in SECTION 4.01, COOPERATION AND FINANCIAL RESPONSIBILITY, of ATTACHMENT D, DATA USE AGREEMENT, is deleted and replaced with the following:

A. Contractor shall, at Contractor's expense, proportionate to its degree of fault in causing a Breach, cooperate fully with HHS in investigating, mitigating to the extent practicable, and issuing notifications as directed by HHS, for any Breach of Confidential Information. Contractor's fault shall include fault for acts or omissions of its Subcontractors, Workforce, directors, officers and agents and shall include, without limitation, any Breach caused by such acts or omissions resulting in the exposure of Confidential Information, disabling of product, system or information resource, introduction of malicious code, intrusion of, or for other such acts or omissions resulting in unauthorized access by, an unauthorized party through a product, system or information resource operated, administered or controlled by Contractor.

P. SECTION 5.06, INDEMNIFICATION, of ATTACHMENT D, DATA USE AGREEMENT, is deleted and replaced with the following:

Section 5.06 Indemnification and Liability

- A. Contractor shall indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of HHS’ Workforce (each of the foregoing hereinafter referred to as “Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of Contractor’s Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure. Contractor’s obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.
- B. Contractor shall pay all actual and direct losses, costs, expenses, liabilities, fines and penalties incurred by HHS and its Workforce arising from or in connection with any Breach of this DUA or from any acts or omissions related to this DUA by Contractor or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce, including, but not limited to, the costs of investigation, required notices, mitigation of a Breach, credit monitoring, identity theft protection, reasonable attorneys’ fees and any fines or penalties imposed on HHS by any regulatory authority, subject to the liability cap set forth in the Base Contract.

VI. MODIFICATIONS TO SECTION 2.1, DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS; SECTION 8.3, FINANCIAL: ACCOUNTING AND REPORTING REQUIREMENTS; AND SECTION 8.4, FINANCIAL PAYMENT STRUCTURE AND PROVISIONS, IN HHSC REQUEST FOR OFFERS NO. HHS0011055

A. Section 2.1.3 (Transition Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding new Requirement ID No. TRAR-020 to Table 1 (Transition Requirements) as follows:

TRAR-020	Accept and convert up to one (1) year of historical EVV visit transaction data (originally captured in the incumbent State Pool Systems) into the State Pool System in accordance with Contactor's HHSC-approved Data Conversion Plan . Refer to Table 8 – Deliverable Requirements .
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B. Requirement ID No. TRAK-002 in Section 2.1.3.1 (Transition Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in

ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA, is deleted and replaced with the following:

TRAK-002	Complete each Transition Key Milestone by the deadline specified in the HHSC-approved Project Work Schedule .	HHSC will assess \$1,000 per Calendar Day per Transition Key Milestone for each Calendar Day past the Transition Key Milestone due date on the HHSC-approved Project Work Schedule.
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- C. Requirement ID No. TSTR-017 in Section 2.1.4.10 (Testing Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

TSTR-017	Test all operational and system functionality (e.g., patches, upgrades, and releases) in a timely manner and in coordination with other MES service providers, prior to implementing changes into the production environment. Contractor will not be responsible for delays that are outside Contractor's control, including but not limited to dependencies on other MES service providers.
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- D. Requirement ID No. STFR-013 in Section 2.1.4.2 (Staffing Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

STFR-013	Ensure the key personnel are one hundred percent (100%) allocated to the Contract, unless otherwise approved by HHSC. As agreed to by HHSC, Contractor may allocate key personnel less than 100% on the Contract but must ensure all job functions for each key personnel position are performed without delay to HHSC.
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- E. Requirement ID No. STFK-001 in Section 2.1.4.2.1 (Staffing Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

STFK-001	Contractor key personnel positions (with the exception of the Turnover Project Lead) must be staffed and trained to provide Contract Services no later than two (2) Calendar Days following the Contract Effective Date or as negotiated and approved by HHSC.	If any Contractor key personnel positions are not staffed and trained to provide Services no later than two (2) Calendar Days following the Contract Effective Date or as negotiated and approved by HHSC, HHSC will assess \$10,000 per Calendar Day of delay.
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- F.** Section 2.1.4.4 (Deliverables Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by deleting the following:

All Deliverables included in the tables below will be developed, implemented, and maintained in a HHSC-approved format. Each Deliverable will be submitted to HHSC for approval, and written approval must be obtained from HHSC for all versions. Each Deliverable must be submitted within timeframes approved by HHSC and may be subject to applicable liquidated damages.

Deliverables include the plans and documentation necessary to prepare for, implement, manage, and maintain the requirements of the Contract during the Contract Term.

The Deliverable review cycle consists of:

- a. Initial Contractor submission;
 1. First HHSC review: five (5) Business Days to accept or reject the initial submission;
- b. Second Contractor submission (if initial submission is rejected);
 1. Contractor resubmission within five (5) Business Days of HHSC's rejection notification; and
 2. Second HHSC review for final approval within three (3) Business Days of receipt of the Contractor resubmission.

The Contractor’s submission of the same Deliverable that does not conform with HHSC-approved acceptance criteria three (3) or more times shall constitute a material breach of the Contract.

- G. Requirement ID No. DELR-014 in Section 2.1.4.4 (Deliverables Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

DELR-014	<p>Data Conversion Plan</p> <p>Develop, submit, and maintain a Data Conversion Plan. The objectives must align with the operational readiness and pre-production testing. The plan must describe Contractor’s approach to accepting and converting data from incumbent State Pool Systems to Contractor’s State Pool System to minimize the need for EVV Users to create new information in Contractor’s State Pool System and to support the completion of visit maintenance on EVV visit transactions originally captured in incumbent State Pool Systems (<i>i.e.</i>, historical visit maintenance).</p> <p>The completed Data Conversion Plan must be submitted for HHSC approval forty-five (45) Calendar Days after the Contract Effective Date.</p> <p>The Data Conversion Plan must include the following:</p> <ul style="list-style-type: none"> a. Approach to conversion, cleansing, and migration; b. Approach to risk management for data conversion effort; c. Approach for testing migration or converted data; d. Approach to reporting the number of records successfully converted vs. errors or exceptions; e. Approach for cleansing data to prepare it for loading to the Contractor Solution; f. Approach to resolving data conversion errors and issues; g. Approach for supporting HHSC validation of converted data; h. Approach for delivering comparative reports for all converted data; i. Tasks, timelines, and responsible resources for all conversion and migration tasks; j. Data conversion test results template that will be used to demonstrate that data conversion has been successfully completed; and k. Entrance and exit criteria for each phase of the plan.
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- H. Section 2.1.4.5 (Business Continuity and Disaster Recovery Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding new Requirement ID No. BCDR-006 to Table 9 (Business Continuity and Disaster Recovery Requirements) as follows:

BCDR-006	Provide backup processing and/or data replication capabilities at a remote site, located at least one hundred (100) miles from the primary site for State Pool System processing functions, such that normal EVV data processing can continue in the event that the primary site for State Pool System processing functions becomes inoperable.
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I. Requirement ID No. BCDK-001 in Section 2.1.4.5.1 (Business Continuity and Disaster Recovery Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

BCDK-001	[Intentionally Deleted]	
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J. Requirement ID No. BCDK-002 in Section 2.1.4.5.1 (Business Continuity and Disaster Recovery Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

BCDK-002	<p>Restore Services to full functionality in the event the State Pool System becomes unavailable, in accordance with HHSC-approved standards and timeframes specified below or an alternate HHSC-approved timeframe:</p> <p>a. Tier 1: Emergency – critical application(s) no longer functioning. Correct Incident within one (1) hour of Discovery;</p> <p>b. Tier 2: System Disabled – business function or components of the business function do not work as required and no workaround is available. Correct Incident within twenty-four (24) hours of Discovery. Only applies to functionality that does not impact critical application(s);</p> <p>c. Tier 3: System Disabled – business function or components of the business function do not work as required, but a workaround that is acceptable to HHSC is available until the problem is resolved. Correct Incident within three (3) Business Days of Discovery;</p>	<p>a. HHSC will assess \$500 per hour for failure to restore Services related to a Tier 1 Incident within one (1) hour or an alternate HHSC-approved timeframe.</p> <p>b. HHSC will assess \$500 per hour for failure to restore Services related to a Tier 2 Incident within twenty-four (24) hours or an alternate HHSC-approved timeframe.</p> <p>c. HHSC will assess \$1,000 per</p>
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	<p>d. Tier 4: Minor system deficiency – minimal or no direct impact on the business function. Correct within five (5) Business Days of Discovery; and</p> <p>e. Tier 5: Minimal cosmetic problem. Correct Incident within ten (10) Business Days of Discovery</p> <p>For purposes of KPM BCDK-002, “Discovery” shall mean the point in time when either HHSC notifies Contractor of any Incident(s) identified in BCDK-002 Tier 1 through 5, or when Contractor identifies the Incident(s).</p> <p>In the event a Tier 1 through 5 Incident arises as a result of the State Pool System becoming unavailable, HHSC will assess KPM compliance and liquidated damages for non-compliance with KPM BCDK-002, and HHSC will not assess KPM compliance and liquidated damages for non-compliance with KPM SYSK-003.</p>	<p>Business Day for failure to restore Services related To a Tier 3 Incident within three (3) Business Days or an alternate HHSC-approved timeframe.</p>
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K. Requirement ID No. COMK-001 in Section 2.1.4.6.1 (Communication Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

COMK-001	<p>Resolve ninety-five percent (95%) of email inquiries received through the Contractor's customer service email address within five (5) Business Days, or a mutually agreed upon date with HHSC.</p> <p>Performance will be measured on a monthly basis.</p>	<p>HHSC will assess \$1,000 for each percentage point, or portion thereof, below the ninety-five percent (95%) standard.</p>
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L. Requirement ID No. COMK-002 in Section 2.1.4.6.1 (Communication Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

COMK-002	<p>Resolve 95% of complaints related to Contractor Solution or the SPSO no later than ten (10) Business Days from receipt</p>	<p>a. HHSC will assess \$500 for each percentage</p>
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	<p>of complaint. Resolve 100% of complaints related to Contractor or the SPSO no later than fifteen (15) Business Days from receipt of complaint. Resolved means Contractor has provided a final response to the complainant addressing their complaint, and the customer service ticket has been closed as a result of Contractor providing an accurate response to the inquiry in accordance with processes and procedures outlined in Contractor’s HHSC-approved Customer Support Plan. Refer to Table 8 – Deliverables Requirements.</p>	<p>point, or portion thereof, below the ninety-five percent (95%) standard.</p> <p>b. HHSC will assess \$1,000 for each percentage point, or portion thereof, below the one hundred percent (100%) standard.</p>
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M. Section 2.1.4.9 (Security Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding new Requirement ID No. SECR-014 to Table 15 (Security Requirements) as follows:

SECR-014	Provide coverage to respond to security Incidents within timeframes identified in Exhibit H, Data Use Agreement (DUA).
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N. Requirement ID No. SECK-001 in Section 2.1.4.9.1 (Security Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

SECK-001	[Intentionally Deleted]	
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O. Requirement ID No. CUSK-001 in Section 2.1.6.1.1 (Customer Support Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

CUSK-001	<p>Resolve ninety-five percent (95%) of email inquiries received through the SPSO’s customer service email address within five (5) Business Days, or a mutually agreed upon date with HHSC. Performance will be measured on a monthly basis.</p>	<p>HHSC will assess \$500 for each percentage point, or portion thereof, below the ninety-five percent (95%) standard.</p>
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- P.** Requirement ID No. CUSK-002 in Section 2.1.6.1.1 (Customer Support Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

CUSK-002	Resolve one hundred percent (100%) of email inquiries received through the SPSO's customer service email address within ten (10) Business Days, or mutually agreed upon date with HHSC. Performance will be measured on a monthly basis.	HHSC will assess \$1,000 for each percentage point, or portion thereof, below the hundred percent (100%) standard.
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- Q.** Requirement ID No. CACK-001 in Section 2.1.6.2.1 (Call Center Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

CACK-001	Maintain a call connection rate of at least ninety-nine percent (99%) for all calls.	HHSC will assess \$5,000 for each percentage point, or portion thereof, for failing to meet the ninety-nine percent (99%) standard.
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- R.** Requirement ID No. CACK-004 in Section 2.1.6.2.1 (Call Center Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

CACK-004	[Intentionally Deleted]	
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- S.** Requirement ID No. SPTR-001 in Section 2.1.6.3 (State Pool System Training Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

SPTR-001	Conduct live in-person training regarding the State Pool System to CDS Employers and any CDS Employer designated representatives at least quarterly, in cities throughout Texas, in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements . Prior to Contractor incurring any costs for any live in-person training event, Contractor and HHSC will mutually agree whether a
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	<p>specific live in-person training event will be conducted, and if so, the specific location of the live in-person training event. If Contractor and HHSC agree to not conduct a live in-person training event, Contractor shall not invoice HHSC for any costs related to the training.</p>
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T. Requirement ID No. SYSR-030 in Section 2.1.6.4 (System Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

<p>SYSR-030</p>	<p>Provide a State Pool System that can be adapted to changes in business practices and policies within the agreed timeframes.</p> <p>Contractor shall allocate 2,000 hours annually during the Operations Phase to support the development of changes and modifications related to the Services under the Contract. Any of the changes and modifications shall be performed at the direction of HHSC. The annual hours provided by Contractor shall be calculated on an Operational Contract Year basis. The annual hours provided by Contractor during Operational Contract Year one (1) shall be 1,167.00 hours.</p> <p>HHSC may, in its sole discretion, direct Contractor to pull forward (re-allocate) up to 500 annual hours into the current Operational Contract Year from the next Operational Contract Year. HHSC will provide Contractor with sixty (60) Calendar Days advance written notice of any HHSC directed re-allocation of annual hours from the next Operational Contract Year.</p> <p>In the event HHSC does not use all annual hours allocated to an Operational Contract Year, the unused balance, up to 500 hours, shall be automatically re-allocated to the next Operational Contract Year.</p> <p>The annual hours provided for any Operational Contract Year will not exceed 2,500 hours.</p>
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U. Section 2.1.6.4 (System Requirements) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding new Requirement ID No. SYSR-067 to Table 27 (System Requirements) as follows:

SYSR-067	Provide a State Pool System that allows EVV Users to correct and update historical EVV visit transactions which have been converted and loaded from the incumbent State Pool Systems (i.e., historical visit maintenance).
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V. Requirement ID No. SYSK-002 in Section 2.1.6.4.1 (System Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

SYSK-002	<p>Correct all data extract delivery and content problems within two (2) Business Days of problem identification and notify HHSC of correction. Data extracts are documented in the Contractor’s HHSC-approved Interface Control Document. Performance will be measured on a monthly basis.</p> <p>A data extract delivery or content problem shall be considered corrected when the originally intended data or content is provided, extracted, or delivered to the appropriate entity as documented in the Interface Control Document. Refer to Table 8 – Deliverables Requirements.</p>	HHSC will assess \$1,000 per Business Day for failure to meet the timeliness standard.
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W. Requirement ID No. SYSK-003 in Section 2.1.6.4.1 (System Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

SYSK-003	<p>Remediate State Pool System defects at no additional cost to the State as documented in the HHSC-approved Maintenance Level Table Description Definition, within the following timeframes or an alternate date with HHSC approval:</p> <p>a. Standard 1: Emergency- System no longer functions. Correct defect within one (1) Business Day of discovery;</p> <p>b. Standard 2: System Disabled- Business function or components of the business function do not work as required and no workaround is available. Correct within three (3) Business Days of discovery;</p>	<p>a. HHSC will assess \$5,000 per Business Day for failure to correct each Standard 1: Emergency defect within one (1) Business Day of discovery or an HHSC-approved alternate date.</p> <p>b. HHSC will assess \$3,000 per Business Day for failure to correct</p>
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	<p>c. Standard 3: System Disabled -business function or components of the business function do not work as required, but a workaround that is acceptable to HHSC is available until the problem is resolved. Correct defect within ten (10) Business Days of discovery;</p> <p>d. Standard 4: Minor Non-critical defect. Correct defect within twenty (20) Business Days of discovery; and</p> <p>e. Standard 5: Minimal Cosmetic defect. Correct defect within forty (40) Business Days of discovery.</p> <p>Performance will be measured on a monthly basis.</p> <p>For purposes of KPM SYSK-003, “Discovery” shall mean the point in time when either HHSC notifies Contractor of any defect identified in KPM SYSK-003 Standard 1 through 5, or when Contractor identifies the defect.</p> <p>In the event a Standard 1 through 5 defect arises that is not the result of the State Pool System becoming unavailable, HHSC will assess KPM compliance and liquidated damages for non-compliance with KPM SYSK-003, and HHSC will not assess KPM compliance and liquidated damages for non-compliance with KPM BCDK-002.</p>	<p>each Standard 2: System Disabled defect within three (3) Business Days of discovery or an HHSC-approved alternate date.</p> <p>c. HHSC will assess \$1,000 per Business Day for failure to correct each Standard 3: System Disabled defect within ten (10) Business Days of discovery or an HHSC-approved alternate date.</p> <p>d. HHSC will assess \$500 per Business Day for failure to correct each Standard 4: Minor Non-critical problem defect within twenty (20) Business Days or an HHSC-approved alternate date.</p> <p>e. HHSC will assess \$500 per Business Day for failure to correct each Standard five (5): Minimal Cosmetic defect within forty (40) Business Days or an HHSC-approved alternate date.</p>
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- X.** Requirement ID No. SYSK-004 in Section 2.1.6.4.1 (System Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

SYSK-004	[Intentionally Deleted]	
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- Y.** Requirement ID No. PSMK-001 in Section 2.1.7.1 (Proprietary System Management Key Performance Measures) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

PSMK-001	Complete ninety-five percent (95%) of Contractor’s assigned tasks which are within Contractor control related to Proprietary System Onboarding in accordance with timeframes in Contractor’s HHSC-approved Proprietary System Onboarding Plan.	HHSC will assess \$1,000 for each percentage point, or portion thereof, below the ninety-five percent (95%) standard.
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- Z.** Section 2.1 (Description of Services/Statement of Work/Specifications) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding Section 2.1.8 (Written Deliverable Acceptance) as follows:

2.1.8 Written Deliverable Acceptance

a. Overview

Contractor shall be responsible for the creation, development, submission, and maintenance of the written Deliverables identified within this Scope of Work, unless identified as the responsibility of HHSC. Each written Deliverable must be reviewed and approved by HHSC prior to its use.

b. Submission and Review Process for Written Deliverables

Contractor shall provide the written Deliverables to HHSC on or before the mutually agreed upon date and time (timeframe). Unless otherwise specified by HHSC in writing, each written Deliverable provided by the Contractor is due on or before 11:59 p.m. Central Time. A written Deliverable provided by Contractor after 11:59 p.m. Central Time is deemed received by HHSC on the next Business Day. If a due date for a written Deliverable falls on a weekend or State holiday, such Deliverable must be submitted by Contractor on the Business Day immediately following the weekend or State holiday.

If a specific Deliverable cannot be provided within the scheduled timeframe, the Contractor must provide written notification to HHSC with an explanation for the delay of the Deliverable and the proposed revised schedule to provide the Deliverable, which HHSC may accept or reject at its sole discretion. Acceptance of a specific Deliverable after the applicable due date does not relieve the Contractor from its obligation to timely submit a completed Deliverable within the specified timeframe.

HHSC shall notify the Contractor in writing of approval or rejection of the written Deliverable on or before 11:59 p.m. Central Time of the tenth (10th) Business Day following receipt of the Deliverable. If the Deliverable is rejected, HHSC's notice will specify the reason(s) for rejection.

If HHSC has not provided written notice of its acceptance or rejection of the Deliverable on or before 11:59 p.m. Central Time of the tenth (10th) Business Day following receipt of the Deliverable, then Contractor shall inform HHSC in writing that HHSC's review of the Deliverable is overdue. Unless otherwise mutually agreed in writing, HHSC's review period for the Deliverable shall be extended for two (2) Business Days following the date of HHSC's receipt of notification by Contractor of the tardy review. The Deliverable will be deemed accepted if HHSC does not provide written notice of acceptance or rejection on or before 11:59 p.m. Central Time of the second (2nd) Business Day following the date of HHSC's receipt of notification by Contractor of the tardy review.

The following situations are provided as examples only to illustrate the computation of time, without accounting for State holidays, for purposes of deemed acceptance by HHSC of a written Deliverable subject to this Section 2.1.8(b):

- (1) If HHSC receives notice from Contractor at 10 a.m. on Friday that HHSC's review of a Deliverable is overdue, then the Deliverable is deemed accepted on Tuesday provided HHSC has not furnished written notice to Contractor of HHSC's approval or rejection of the Deliverable on or before 11:59 p.m. Central Time on Tuesday.*
- (2) If HHSC receives notice from Contractor at 6 p.m. on Tuesday that HHSC's review of a Deliverable is overdue, then the Deliverable is deemed accepted on Thursday provided HHSC has not furnished written notice to Contractor of HHSC's approval or rejection of the Deliverable on or before 11:59 p.m. Central Time on Thursday.*

The Contractor shall have five (5) Business Days, or as otherwise agreed in writing by HHSC, to correct the Deliverable and resubmit the Deliverable for HHSC review.

By mutual agreement of HHSC and Contractor in writing, the Deliverable review and resubmission timelines set forth in this Clause b may be increased or decreased for individual Deliverables.

c. Evaluation of Resubmitted Written Deliverable

Upon receipt of the corrected and resubmitted Deliverable, HHSC shall review the corrected deliverable to confirm that the identified deficiencies have been corrected and brought into compliance with Contract specifications and that the corrections have not directly or indirectly caused other deficiencies. HHSC shall have the option to continue the Submission and Review Process identified above in Clause b until the written Deliverable is brought into compliance with the Contract specifications.

d. Written Deliverable Approval

HHSC's acceptance of a Deliverable is contingent on conformance with the specifications identified in the Contract and material compliance with the applicable Deliverable Expectation Document (DED). HHSC approval of Contractor work products or processes will not relieve the Contractor of liability for errors and omissions in the work products or processes.

e. Deliverable Expectation Document

To establish and clearly define the content and format for certain written Deliverables, the Contractor shall develop and propose for HHSC's approval a Deliverable Expectation Document (DED) for each written Deliverable mutually agreed by HHSC and Contractor during the Contract Term.

Upon acceptance by HHSC, the DED will establish a common, agreed-upon understanding between HHSC and the Contractor regarding the purpose, scope, content, due date, and acceptance criteria for the specified Deliverable and to provide a process to verify the Deliverable meets the requisite standards. The complexity of the DED shall be proportional to the complexity of the Deliverable.

HHSC will notify Contractor in writing if HHSC determines, in its sole discretion, that a DED is not required for a specific Deliverable.

AA. Section 2.1 (Description of Services/Statement of Work/Specifications) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding Section 2.1.9 (Performance Measurements, Key Performance Measures; Additional Remedies) as follows.

2.1.9 Performance Measurements, Key Performance Measures; Additional Remedies

- a. HHSC will monitor the performance of the Contractor and all requirements of the Contract are subject to performance evaluation by HHSC. Satisfactory performance by the Contractor shall be measured by:
 - (1) Adherence to the Contract, including all representations and warranties;
 - (2) Compliance with project work plans, schedules, and milestones approved by HHSC;
 - (3) Delivery of the Services and Deliverables in accordance with the service levels set forth in the Scope of Work;
 - (4) Results of audits performed by HHSC or its representatives in accordance with the Contract;
 - (5) Timeliness, completeness, and accuracy of required Deliverables; and
 - (6) Achievement of performance measures required by the Contract or developed under the Contract.
- b. When a requirement indicates that the Contractor will perform an obligation or duty “as directed by HHSC” or “as requested by HHSC” or similar statements, HHSC shall act reasonably in such determination. Notwithstanding the foregoing, a requirement containing a specific due date or timeframe shall be deemed reasonable for purposes of this Section.
- c. In the event the Contractor fails to perform or complete its obligations in a timely manner, HHSC may, in addition to the remedies set forth elsewhere in the Contract, impose remedies which include the following:
 - (1) Compliance by Contractor, at no cost to HHSC, with the performance improvement activities and timelines specified in a written corrective action plan(s) approved by HHSC;
 - (2) Additional or ad hoc reporting by Contractor, at no cost to HHSC, to address performance issues;
 - (3) Accelerated monitoring of Contractor’s performance by HHSC, including access to the Contractor’s facilities, records, data, information systems and personnel; and
 - (4) Assessment of liquidated damages in accordance with Texas law.
- d. For a contractual obligation subject to a Key Performance Measure (KPM), the KPM will be used to gauge the Contractor’s commitment to successful performance, its willingness to stand behind its Goods and Services during the Contract Term, as well as its confidence in its ability to perform.
- e. For purposes of the KPMs, all measurement periods shall be monthly unless otherwise specified. In addition, the term “day” refers to a Calendar Day, unless otherwise specified in the text. Partial days beyond the due date shall be rounded up to a whole day for the purposes of the KPM measurement. Also, an hour is not prorated (*i.e.*, a fraction of an hour means an hour).

- f. When a liquidated damages measure refers to a percentage point, or portion thereof, the "portion thereof" means that a full percentage point deviation is not required to assess the liquidated damages. For example, if the standard is 99% and the results achieved are 98.6%, the liquidated damages that may be assessed is based on 1 percentage point. If the results achieved are 97.9%, the liquidated damage that may be assessed is based on 2 percentage points.
- g. HHSC is not required to provide the Contractor with notice and opportunity to resolve issues prior to HHSC's assessment of liquidated damages.
- h. Liquidated damages will not be assessed if HHSC determines that Contractor is not responsible for the delay or failure of the applicable KPM.
- i. If Contractor is aware a problem exists and fails to report the problem to HHSC, Contractor continues to be responsible for meeting the requirements and timelines established in the Contract. Under these circumstances, HHSC shall not be liable for any detrimental consequences and Contractor remains liable for Contractor's failure to comply with Contract requirements (e.g., liquidated damages).
- j. Except as otherwise provided herein, Contractor will not be required to pay liquidated damages in any calendar month that, in the aggregate, exceeds ten percent (10%) of the total fees payable under the Contract to Contractor in such month. Liquidated damages that exceed ten percent (10%) of the total fees payable to Contractor in a given month are carried forward to consecutive months until assessed by HHSC. Notwithstanding the foregoing, HHSC, in its sole discretion, may upon written notice to Contractor suspend indefinitely the liquidated damages cap if such cap is exceeded (i) two (2) times within any consecutive three (3)-month period or (ii) four (4) times during the Contract Term.
- k. The Contractor agrees that (1) the liquidated damages and any amounts assessed in connection therewith are neither a penalty nor a forfeiture, (2) the amount of liquidated damages are a reasonable forecast of just compensation, (3) and Contractor shall compensate HHSC for HHSC's inability to use or benefit from the Goods or Services to be provided under the Contract.

BB. Requirement ID No. EFRC-4 in Section 8.3.4.1 (Contractor Responsibilities) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is deleted and replaced with the following:

EFRC-4	Pay all additional costs, including any applicable professional fees, incurred by HHSC resulting from the Contractor's failure to provide the requested accounting records or financial information within the specified ten (10) Business Days of receiving a written request from HHSC for specified accounting records or information, or in time period as mutually agreed by the Parties.
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CC. The first ten (10) introductory paragraphs of Section 8.4.2 (Payment for Administrative Services) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, are deleted and replaced with a new Subsection 8.4.2.0 titled “General” as follows:

8.4.2.0 General

The Operations Phase of the Initial Term is forty-three (43) months in length, and it begins in month six (6) of the Contract term. The Operations pricing schedules consist of the following four (4) operational periods:

- a. Operational Contract Year 1: Contract months six (6) through twelve (12) (7 months);
- b. Operational Contract Year 2: Contract months thirteen (13) through twenty-four (24) (12 months);
- c. Operational Contract Year 3: Contract months twenty-five (25) through thirty-six (36) (12 months); and
- d. Operational Contract Year 4: Contract months thirty-seven (37) through forty-eight (48) (12 months).

In the event HHSC exercises an available renewal or extension term under the Contract, the Operations Phase shall extend through expiration of the renewal term or extension term, and the fixed and variable administrative fees during the renewal or extension term will be determined by the application of an inflator/deflator proposed by the Contractor.

Payment to the Contractor for Administrative Services will be based either on a fixed administrative fee basis only, or a combination of fixed administrative fees plus one (1) or more variable administrative fees as depicted below:

- a. For the State Pool System Operations Services (SPO), variable payment methodologies will be proposed; and
- b. For the Domains (GOP, SPS, PSM), only separate fixed monthly payment methodologies will be proposed.

HHSC will reduce the fixed and/or variable administrative payments for any Services that become obsolete or no longer necessary during the Contract Term through negotiations and Amendments as necessary.

HHSC will not recognize as valid costs, any excessive charges or fees from the Contractor or any of the Contractor’s Subcontractors that HHSC deems inappropriate.

HHSC will reduce the fixed and/or variable administrative payments in any option year exercised by HHSC for any expenses that will not be applicable during the

option year, such as, but not limited to, depreciation and amortization expenses for capital items fully expensed during the Base Term of the Contract.

The Contractor must acknowledge and agree that HHSC will not be invoiced for fees for Services or Deliverables that have not been provided by the Contractor or any of its Subcontractors and will not be invoiced for fees for capital items that have not been incurred by the Contractor or any of its Subcontractors.

HHSC reserves the right to modify the fixed and variable fee payment methodologies to include fewer variable payment elements and/or additional variable payment elements in the administrative payment structure at any time during the Contract Term through negotiations and Amendments as necessary.

The Contractor's **Attachment A-1, Pricing Workbook**, Worksheets related to this Solicitation must be based on the Contractor's proposed costs and an administrative service fee that will be included as part of each proposed fixed or variable fee and each proposed periodic activity fee applicable to the Contract. The final Administrative Service Fee that is included in the Contract will remain unchanged and be applicable for all Fixed Fees, Variable Fees, Periodic Activity Fees, recurring activity fees and any change orders executed during the Contract Term.

HHSC, at its sole discretion, may choose to process only a portion of an administrative fee invoice (Fixed and Variable) and a Transition Key Milestones transition invoice if only a portion of an invoice can be verified and validated by the information submitted. If HHSC decides to process an invoice in this manner, an adjustment will be made by HHSC, if only that portion of the fee invoice can be verified and validated by the information submitted. This is applicable to the subsections below.

Payment of each invoice submitted by Contractor under the Contract will be made in accordance with Chapter 2251 and Section 2155.322 of the Texas Government Code. HHSC, at its sole discretion, may choose to process an invoice for Administrative Services to be paid within twenty (20) days from receiving the invoice. To enable HHSC to process the early payment option, Contractor shall provide an itemized discount amount on each invoice for 0.806% of the total invoiced fees and expenses listed on that invoice. Contractor shall identify on the invoice the Net 20 discount of 0.806% to meet the Texas Comptroller of Public Accounts policy on early payment discounts. HHSC will pay the discounted invoice total if permitted under Section 2155.322 of the Texas Government Code, and if processed within the discount period.

If HHSC does not complete payment within twenty (20) days from receiving the invoice, the stated discount on that invoice will expire, and accordingly, HHSC will pay the full invoiced amount in accordance with Chapter 2251 and Section 2155.322 of the Texas Government Code.

DD. Section 8.4.2.3 (Determination of the Variable State Pool System Operation Fees) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC**

REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA, is deleted and replaced with the following:

8.4.2.3 Determination of the Variable State Pool System Operation Fees

Payment for State Pool System Operations Services variable administrative fees will be based upon the number of transactions processed by the State Pool System during a month. The variable administrative fees related to transactions processed by the State Pool System will be based on a tiered structure. The baseline tier was established using historical transaction volumes and considers factors that may increase or decrease State Pool System transaction volumes. The number of “accepted transactions” in the service month shall determine the tier and corresponding variable administrative fee to be paid. An “accepted transaction” is an EVV visit transaction that meets the following criteria:

- a. has been successfully transmitted from the State Pool System to HHSC’s EVV Aggregator;
- b. has received an “accepted” status from HHSC’s EVV Aggregator;
- c. is invoiced within twelve (12) months of acceptance into HHSC’s EVV Aggregator;
- d. has not been previously paid for by HHSC;
- e. does not update, cancel, or void a previously accepted EVV visit transaction; and
- f. is not a duplicate of a previously accepted EVV visit transaction.

For avoidance of doubt, transactions transmitted from Proprietary Systems to HHSC’s EVV Aggregator will not be counted for determination of the State Pool System Operations Fees.

If the number of “accepted transactions” is within the Reprice tier below Tier 1, HHSC shall pay Contractor the variable fee for Tier 1 until such time as the Parties mutually agree upon a price for the reduced volume. Upon agreement, Contractor shall refund to HHSC any difference between the variable fee for Tier 1 and the new price.

If the number of “accepted transactions” is within the Reprice tier above Tier 7, HHSC shall pay Contractor the variable fee for Tier 7 until such time as the Parties mutually agree upon a price for the increased volume. Upon agreement, Contractor shall invoice HHSC any difference between the variable fee for Tier 7 and the new price.

The tier pricing for each month’s specific volume will be applicable as described in **Attachment A-1, Pricing Workbook, Variable State Pool System Operations Fees Worksheet**.

EE. The first paragraph in Section 8.4.2.4 (Transition Costs) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR**

OFFERS NO. HHS0011055 AND ALL RFO ADDENDA, is deleted and replaced with the following:

During the Transition Phase, the Contractor will submit an invoice for up to eighty-five (85%) percent of the total fee for each Transition Key Milestone related to transition. HHSC will pay up to eighty-five (85%) percent of each completed Transition phase Key Milestone approved by HHSC, less any assessed deductions for failure to provide an approved required Deliverable or for Service Level remedy. Once the final transition milestone (Transition Milestone 8) is completed, Contractor will submit an invoice for the final fifteen (15%) percent fee balance from all eight (8) transition milestones to HHSC. Once HHSC has provided formal acceptance and acknowledgement of completion of a fully operational Contractor Solution to the Contractor, then the final invoice for the remaining fifteen (15%) percent fee will be paid to the Contractor in accordance with the Prompt Payment Act, Title 10, Subtitle F, Chapter 2251, Texas Government Code.

FF. Section 8.4 (Financial Payment Structure and Provisions) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**, is amended by adding Section 8.4.2.9 (Alternative Devices) as follows:

8.4.2.9 Alternative Devices

Contractor is responsible for all aspects of alternative device management including, but not limited to, procurement, maintenance, technical support, shipping, inventory management, retrieval and disposal for the alternative devices required by **Section 2.1.6.7, Alternative Device Management Requirements (ALTR)**. HHSC shall not have an ownership interest in any alternative device provided under the Contract by Contractor or Contractor's Subcontractor(s). The alternative devices provided by Contractor under the Contract shall at all times be and remain the sole and exclusive property of Contractor or Contractor's Subcontractor(s).

Contractor shall provide the alternative device(s) on an as needed basis and HHSC makes no guarantee of the volume, if any, of alternate devices to be ordered by HHSC or provided by Contractor under the Contract. Following the Contract Effective Date, HHSC and Contractor shall develop a written alternative device ordering plan to address HHSC's current business needs and such plan will be periodically updated to align with any subsequent business needs. Contractor shall order and timely deliver alternative devices according to the approved alternative device ordering plan; provided, however, that any devices ordered in excess of the number of devices specified in **ATTACHMENT A-1, PRICING WORKBOOK**, will require a contract amendment executed by authorized representatives of both HHSC and Contractor. Contractor shall not

deviate from the alternative device ordering plan without HHSC's prior written approval.

The fees applicable to Contractor's provision of HHSC ordered alternative devices are set forth on the Alternative Device Pricing tab in **ATTACHMENT A-1, PRICING WORKBOOK**, and are based on the number of alternative devices delivered. Contractor's and its Subcontractor's permanent personnel used for managing the alternative device purchasing and management included as part of the Transition Key Milestones Transition Fees and the Variable State Pool System Operations Fees and shall not be separately billed or included as part of the alternative device pricing. Contractor shall not submit an invoice to HHSC for any ordered authorized alternative device(s) prior to delivery.

VII. SUPPLEMENTAL SERVICES TO IMPLEMENT ATTACHMENT N, HHSC EVV BUSINESS RULES (VERSION 10.0)

- A. To satisfy federal requirements for the implementation of EVV for Home Health Care Services specified in **ATTACHMENT N, HHSC EVV BUSINESS RULES (VERSION 10.0)**, published in December 2022, Contractor shall complete the Supplemental Services set forth in **ATTACHMENT O, SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10.0)**, on or before the Operations Start Date. All expenditures for Supplemental Services rendered in compliance with **ATTACHMENT O SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10.0)**, shall be in accordance with Section 8.4.2.5 (Supplemental Services) of HHSC Request for Offers No. HHS0011055 located in **ATTACHMENT I, HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**.
- B. The pricing associated with the provision of services set forth in **ATTACHMENT O, SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES**, is located in (i) the price sheet titled "Transition – Business Rules 10.0 Implementation – Supplemental Services Plan" of **ATTACHMENT L, FINAL PRICING WORKBOOK**, and (ii) the fee schedule titled "Attachment M-01 Total Transition Fees" of **ATTACHMENT M, FEE SCHEDULES**.

VIII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this

Contract for all purposes:

- ATTACHMENT A: CONTRACT AFFIRMATIONS (VERSION 2.2)**
- ATTACHMENT B: UNIFORM TERMS AND CONDITIONS (VERSION 3.3)**
- ATTACHMENT C: ADDITIONAL PROVISIONS**
- ATTACHMENT D: DATA USE AGREEMENT (VERSION 8.5)**
- ATTACHMENT E: FEDERAL ASSURANCES (NON-CONSTRUCTION PROGRAMS)**
- ATTACHMENT F: CERTIFICATION REGARDING LOBBYING**

- ATTACHMENT G: HUB SUBCONTRACTING PLAN**
- ATTACHMENT H: INSURANCE REQUIREMENTS**
- ATTACHMENT I: HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**
- ATTACHMENT J: CONTRACTOR'S SOLICITATION RESPONSE**
- ATTACHMENT K: CONTRACTOR'S MODIFICATIONS TO SOLICITATION RESPONSE**
- ATTACHMENT L: FINAL PRICING WORKBOOK**
- ATTACHMENT M: FEE SCHEDULES**
- ATTACHMENT N: HHSC EVV BUSINESS RULES (VERSION 10.0)**
- ATTACHMENT O: SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10.0)**

In the event of conflict, ambiguity or inconsistency between or among any Contract documents, the following documents, including any amendments thereto, shall control in the specified order of precedence:

THIS THIRTY-FOUR (34) PAGE SIGNATURE DOCUMENT

- 1. ATTACHMENT D: DATA USE AGREEMENT (VERSION 8.5)**
- 2. ATTACHMENT A: CONTRACT AFFIRMATIONS (VERSION 2.2)**
- 3. ATTACHMENT B: UNIFORM TERMS AND CONDITIONS (VERSION 3.3)**
- 4. ATTACHMENT C: ADDITIONAL PROVISIONS**
- 5. ATTACHMENT E: FEDERAL ASSURANCES (NON-CONSTRUCTION PROGRAMS)**
- 6. ATTACHMENT F: CERTIFICATION REGARDING LOBBYING**
- 7. ATTACHMENT G: HUB SUBCONTRACTING PLAN**
- 8. ATTACHMENT H: INSURANCE REQUIREMENTS**
- 9. ATTACHMENT N: HHSC EVV BUSINESS RULES (VERSION 10.0)**
- 10. ATTACHMENT I: HHSC REQUEST FOR OFFERS NO. HHS0011055 AND ALL RFO ADDENDA**
- 11. ATTACHMENT O: SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10.0)**
- 12. ATTACHMENT K: CONTRACTOR'S MODIFICATIONS TO SOLICITATION RESPONSE**
- 13. ATTACHMENT M: FEE SCHEDULES**
- 14. ATTACHMENT L: FINAL PRICING WORKBOOK**
- 15. ATTACHMENT J: CONTRACTOR'S SOLICITATION RESPONSE**

IX. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party

HHSC Contract Representative

Peggy Sephus
Health and Human Services
Commission

Contractor Contract Representative

Terrence J. Westropp
Accenture State Healthcare Services
LLC

701 W. 51st Street
Austin, Texas 78751
Peggy.Sephus@hhs.texas.gov

323 Congress Ave.
Austin, Texas 78701
Terrence.J.Westropp@Accenture.com

X. NOTICE REQUIREMENTS

A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to HHSC's Contract Representative identified above.

B. Contractor shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W Guadalupe St., Mail Code: 1100
Austin, Texas 78751

C. HHSC shall send legal notices to Contractor at the address below and provide a copy to the Contractor's Contract Representative:

Accenture State Healthcare Services LLC
Attn: Terrence J. Westropp
323 Congress Ave.
Austin, Texas 78701

D. Notices given by HHSC to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.

E. Notices given by Contractor to HHSC shall be deemed delivered when received by HHSC.

F. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

XI. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

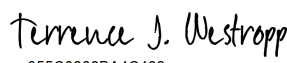
SIGNATURE PAGE FOR HHSC CONTRACT NO. HHS001105500001

**TEXAS HEALTH AND HUMAN SERVICES
COMMISSION**

**ACCENTURE STATE HEALTHCARE
SERVICES LLC**

DocuSigned by:

C80071B769504E9

DocuSigned by:

055C0866BA4C483

Name: Cecile Young

Name: Terrence J. Westropp

Title: Executive Commissioner

Title: Managing Director

Date of execution: May 1, 2023

Date of execution: April 28, 2023



TEXAS
Health and Human Services

**Attachment A:
Contract Affirmations**

HEALTH AND HUMAN SERVICES
Contract Number HHS001105500001
Attachment A **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

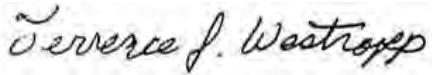
Authorized representative on behalf of Contractor must complete and sign the following:

Accenture State Healthcare Services, LLC

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.



11/03/2022

Signature of Authorized Representative

Date Signed

Terrence J. Westropp

COO - Accenture State Healthcare Services

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

323 Congress Ave.

Austin, TX 78701

Physical Street Address

City, State, Zip Code

Same as Physical Address

Same as Physical Address

Mailing Address, if different

City, State, Zip Code

(512) 732-5938

(512) 506-0580

Phone Number

Fax Number

terrence.j.westropp@accenture.com

13-782-0580

Email Address

DUNS Number

46-5536511

1-72-0542904-0

Federal Employer Identification Number

Texas Identification Number (TIN)

32054106110

801674906

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

N/A

SAM.gov Unique Entity Identifier (UEI)



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Vendor

Version 3.3

Effective: July 2022

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Contractor](#)” means the Party selected to provide the goods or Services to the State under this Contract.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency's advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor Subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



TEXAS

Health and Human Services

**Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019**

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC VENDOR ACCESS

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2. HHSC APPROVAL OF STAFFING

- A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.
- B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

3. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

- i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and
- ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

4. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

5. DISCOUNTS

If Contractor at any time during the term of the Contract provides a discount on the final contract costs, Contractor will notify HHSC in writing at least ten (10) calendar days prior to the effective date of the discount. HHSC will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

6. ELECTRICAL ITEMS

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Contractor shall immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
 - i. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 - ii. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

8. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned HHSC contract manager of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

9. NOTICE OF A LICENSE ACTION

- Contractor shall notify its assigned HHSC contract manager of any action impacting Contractor's license to provide services under this Contract within five days of becoming aware of the action and include the following:
- i. Reason for such action;
 - ii. Name and contact information of the local, state or federal department or agency or entity;
 - iii. Date of the license action; and
 - iv. License or case reference number.

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TEXAS
Health and Human Services

**Attachment E:
Federal Assurances (Non-Construction Programs)**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chief Operating Officer
APPLICANT ORGANIZATION Accenture State Healthcare Services	DATE SUBMITTED 11/01/2022



TEXAS
Health and Human Services

**Attachment F:
Certification Regarding Lobbying**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Accenture State Healthcare Services LLC

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr.

* First Name: Terrence

Middle Name: J

* Last Name: Westropp

Suffix:

* Title: Chief Operating officer

*** SIGNATURE:**

Terrence J. Westropp

*** DATE:** 11/01/2022



TEXAS
Health and Human Services

**Attachment H:
Insurance Requirements**

Insurance Requirements

A. General Insurance Requirements

1. Contractor shall carry insurance in the types and amounts indicated in this Attachment for the duration of the Contract. The insurance shall be evidenced by delivery to HHSC of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, HHSC, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.
2. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to HHSC.
3. Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.
4. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause.
5. Contractor shall deliver to HHSC true and complete copies of certificates and corresponding policy endorsements upon award.
6. Failure of HHSC to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of HHSC to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
7. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to HHSC in the Contract.
8. The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.
9. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to HHSC.

B. Policies shall include the following clauses, as applicable:

1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to HHSC.
2. It is agreed that Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by HHSC for liability arising out of operations under the Contract with HHSC. The Texas Health and Human Services Commission, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respect to the operations and activities of, or on behalf of the named insured performed under Contract with HHSC. The additional insured status

must cover completed operations as well. This is not applicable to workers' compensation policies.

3. Contractor waives subrogation in favor of the Texas Health and Human Services Commission for the following policies: (1) Worker's Compensation Insurance; (2) Commercial General Liability Insurance; (3) Comprehensive Automobile Liability Insurance; (4) Umbrella Liability Insurance; and (5) Cyber/Privacy Liability Insurance.
4. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing Work under the Contract, at Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown herein.
5. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers' compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor shall retain the certificates of insurance for the duration of the Contract plus seven (7) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. HHSC shall be entitled, upon request and without expense, to receive copies of these certificates.

C. Specific Insurance Coverage Required

1. **Workers' Compensation Insurance.** Contractor shall obtain, pay for, and maintain workers' compensation insurance with limits as required by the Texas Workers' Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Health and Human Services Commission, employer's liability insurance of not less than:
 - a. \$1,000,000 each accident;
 - b. \$1,000,000 disease each employee; and
 - c. \$1,000,000 disease policy limit.

Workers' compensation insurance coverage shall be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code.

2. **Commercial General Liability Insurance.** Contractor shall obtain, pay for, and maintain commercial general liability insurance including premises, operations, independent Contractor's liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for bodily injury (including death) and property damage with a minimum limit of:
 - a. \$1,000,000 per occurrence;
 - b. \$2,000,000 general aggregate;

- c. \$5,000 Medical Expense each person;
- d. \$1,000,000 Personal Injury and Advertising Liability;
- e. \$2,000,000 products and completed operations aggregate;
- f. \$50,000 Damage to Premises Rented to You; and Coverage shall be on an “occurrence” basis.

The term “You” as referenced in Subsection above, means the Contractor.

3. **Comprehensive Automobile Liability Insurance.** Contractor shall obtain, pay for, and maintain comprehensive automobile liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of \$1,000,000 per accident. No aggregate shall be permitted for this type of coverage.
4. **Umbrella Liability Insurance.** Contractor shall obtain, pay for, and maintain umbrella liability insurance during the Contract Term, insuring Contractor for an amount of not less than \$5,000,000 that provides coverage at least as broad as and applies in excess and follows form of the primary liability coverages required hereinabove.
 - a. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.
5. **Cyber/Privacy Liability Insurance Policy.** Contractor shall obtain, pay for, and maintain cyber/privacy liability insurance to cover risk of loss to electronic data. The policy shall include coverage for electronic vandalism to electronic data, including coverage for a third party's willful electronic alteration of data, introduction of viruses which impact electronic data, unauthorized use of electronic data, or denial of service to web site or email destinations.
 - a. Cyber Liability Insurance \$5,000,000 Claim/\$5,000,000 Aggregate.
6. **Professional Liability Insurance.** Contractor shall obtain, pay for, and maintain professional liability errors and omissions insurance during the Contract Term, insuring Contractor for an amount of not less than \$5,000,000.



TEXAS

Health and Human Services

Cecile E. Young, Executive Commissioner

Request for Offers (RFO)

For

Electronic Visit Verification (EVV) System Management Services

Solicitation No. HHS0011055

Date of Release: April 26, 2022

Responses Due: June 7, 2022, by 10:30 a.m. Central Time

NIGP Class/Item Codes:

208-11 Application Software, (Not Otherwise Classified), Microcomputer
915-20 Call Center Service
920-64 System Implementation and Engineering Services
962-69 Personnel Services, Temporary
948-43 Health Information Services
958-77 Project Management Services
**961-30 Employment Agency and Search Firm Service, Including Background
Investigations and Drug Testing for Employment**

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ARTICLE I. EXECUTIVE SUMMARY, DEFINITIONS, AND AUTHORITY

1.1 EXECUTIVE SUMMARY

The State of Texas, by and through the Texas Health and Human Services Commission (HHSC), issues this Request for Offer (RFO) to solicit an entity to deliver Electronic Visit Verification (EVV) system management services to support the Title XIX Texas Medical Assistance Program (Medicaid) and other State and federally funded programs in accordance with the Scope of Work (SOW). The Contractor will be responsible for the management and oversight of Proprietary EVV Systems, and management, oversight and operation of the State Pool System. **The Respondent awarded the Contract resulting from this Solicitation must provide a State Pool System which is not owned by Respondent.**

The SOW requires an aggressive Transition timeline of five (5) months for Contractor to become operational. To meet this timeline, it is critical that the Respondent contract with their State Pool System Operator (SPSO) no later than two (2) Calendar Days after the Contract Effective Date. This will provide maximum time for the State Pool System to be configured in accordance with the SOW.

The SOW includes extensive performance standards and technical requirements that the Contractor must meet, as well as HHSC's right to monitor the Contractor's performance. The SOW in **Article II - Scope of Work, Article VII - Cost Proposal**, and all Attachments and Exhibits set forth herein will become part of any Contract awarded under this Solicitation.

Respondents are advised that this Solicitation does not anticipate or include time or funding for a software design, development, and implementation (DDI) phase. The Contract timelines assume minimal time and effort to configure the Contractor Solution and establishing full operational readiness of the Contractor Solution. All risks for cost overruns and additional development efforts discovered after the Contract Effective Date shall be borne exclusively by the Contractor and may be grounds for termination for cause.

To be considered for Award, Respondents must execute **Exhibit A, HHS Solicitation Affirmations Acceptance V2.2** and federal assurances and certifications—**Exhibit D, Federal Assurances – Non-Construction Programs** and **Exhibit E, Certification Regarding Lobbying** of this Solicitation and provide all other required information and documentation identified in this Solicitation.

HHSC PCS will administer the procurement process for this Solicitation, which includes RFO publication, handling of communications from Respondents, as well as managing the receipt of responses for review and evaluation.

Information regarding HHSC and its programs is available online and can currently be accessed at <https://hhs.texas.gov>.

1.2 DEFINITIONS

Refer to **Exhibit B, HHS Uniform Terms and Conditions Vendor V3.2**, for additional definitions.

Additionally, as used in this Solicitation, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“**Addendum**” means a written clarification or revision to this Solicitation issued by HHSC PCS and posted to the ESBD.

“**Advancement Criteria**” means the published criteria for Respondent to advance to the next phase of evaluation if multiple evaluation methods are utilized.

“**Award Consideration (AC) Documents**” means documents Respondent must submit as part of the Solicitation Response to be considered for negotiations or award.

“**Base Contract Term**” is a period of four (4) years from the Contract Effective Date.

“**Business Day**” is any day of the week except a Saturday, a Sunday, or a national or State holiday as listed in Texas Government Code, Section 662.003(a) or (b).

“**Business Operations and Business Integration**” The services to be provided by the Business Operations and Business Integration service provider include the business integration effort and staff managing projects to ensure effective functioning of the Medicaid ecosystem when divided across multiple vendors.

“**Calendar Day**” is each day shown on the calendar beginning at 12:00 AM Midnight, including Saturdays, Sundays, and holidays.

“**Centers for Medicare & Medicaid Services**” or “**CMS**” is the agency that is part of the U.S. Department of Health and Human Services, which oversees many federal healthcare programs, including Medicaid and those that involve health information technology.

“**CMS Conditions and Standards**” means the conditions and standards required by CMS that must be met by state Medicaid Information Technology systems to qualify for enhanced federal funding for Medicaid eligibility, enrollment, and delivery systems. Originally a set of seven conditions and standards as documented in the CMS Enhanced Funding Requirements: Seven Conditions and Standards; Medicaid IT Supplement (MITS-11-01-v1.0) dated April 2011, the list was expanded to twelve conditions and standards based on the CMS state Medicaid Directors' letter, number SMD #16-009, titled "Re: Mechanized Claims Processing and Information Retrieval Systems - APD Requirements", dated June 27, 2016.

“**Central Time**” or “**CT**” is the standard time in a zone that includes the central states of the US and parts of central Canada.

“**Code of Federal Regulations**” or “**CFR**” means the codified general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Competitive Range” has the same meaning as the definition under **Title 1 of the Texas Administrative Code Part 15, Chapter 391, Subchapter A, Rule §391.107(3)**.

“Confidential Information” shall have the meaning assigned in **Exhibit H, Data Use Agreement (DUA)**

“Consumer Directed Services” or “CDS” means a Medicaid service delivery option that allows people who receive services to hire and manage the Direct Service Providers who provide their services.

“CDS Employer” means a person who hires and manages the Direct Service Providers who provide their services.

“Contract Term” is the duration of the Contract, including the Base Contract Term of the Contract and all Contract renewals and extensions.

“Contractor Solution” refers to the Contractor’s combined business and technology managed services approach for addressing the SOW requirements and any other specifications, terms, or conditions contained in this Solicitation. As part of the Contractor Solution, the Contractor must provide all Services to the State of Texas pursuant to the terms in this SOW.

“Critical Application” means a State Pool System application or business process that provides one or more of the following functions: the ability for a Direct Service Provider to clock in and clock out when delivering Medicaid services; and the ability for a Program Provider or FMSA to submit EVV visit transactions to the EVV Aggregator.

“Demonstration” refers to a secondary evaluation method following the evaluation of the written responses and is utilized for the purpose of distinguishing between Respondents by scoring them on a demonstration of use cases typically aimed at verifying the functionality of a Respondent’s software. Although most often used in information technology (IT) procurements, the method can be used in RFOs where software is a smaller component of the overall procurement but needs to be verified.

“Direct Service Provider” means a person who delivers Medicaid services directly to a Member. Service Providers include but are not limited to: personal attendants, nurses, therapists, and home health aides.

“Disaster” means a sudden, unplanned catastrophic event that compromises an organization’s ability to provide critical business functions, processes, or services for some unacceptable period of time.

“Domain” means the functional groupings of the requirements for this Solicitation.

“ESBD” means the Electronic State Business Daily, the electronic marketplace where State of Texas bid opportunities over \$25,000 are posted. The ESBD may currently be accessed at <http://www.txsmartbuy.com/esbd>.

“Electronic Protected Health Information” or “ePHI” means any Protected Health Information (PHI) that is created, stored, transmitted, or received in any electronic format or media.

[“Electronic Visit Verification”](#) or [“EVV”](#) is a systematic method to capture and verify data with respect to personal care services or home healthcare services, including type of service performed; individual receiving the service; date of service; location of service delivery; individual providing the service; and time the service begins and ends.

[“EVV Aggregator”](#) is a centralized system that collects, validates, and stores statewide EVV visit data transmitted by the EVV System(s) and performs a match of EVV visit transaction data to claims submitted by Program Providers and FMSAs. EVV Systems submit EVV visit transactions in a defined custom file format. The EVV Aggregator performs edits and validations on the files, sends responses to the EVV Systems and stores EVV visit transaction data where it is used in reporting and available for view through the EVV Portal.

[“EVV Systems”](#) refers collectively to the State Pool System and Proprietary Systems.

[“EVV System Selection Table”](#) means the HHSC-approved table housed within the EVV Aggregator that identifies the EVV System selected by or assigned to each Program Provider and FMSA, including: the begin and end date of current and previous EVV System selection(s) or assignment(s), provider identifiers (e.g., national provider identifier, atypical provider identifier, contract number) and other HHSC-approved data elements.

[“EVV Users”](#) means any person or entity that uses an EVV system. This includes but is not limited to state staff, MCO staff, Program Providers, FMSAs, CDS Employers, CDS Employees, Direct Service Providers, and other HHSC-approved users.

[“Evaluator”](#) means a State staff resource who is charged with judging the quality, importance or value of the Solicitation Responses.

[“Fee-For-Service”](#) or [“FFS”](#) means a delivery system where healthcare providers are paid for each service provided to a patient.

[“Final Written Response Score”](#) refers to the final scoring of the written response as documented in the Solicitation.

[“Financial Management Services Agency”](#) or [“FMSA”](#) means an entity that contracts with HHSC or an MCO to provide financial management services, such as payroll services, to a CDS employer as described in 40, TAC Chapter 41 (relating to Consumer Directed Services option).

[“Health Insurance Portability and Accountability Act”](#) or [“HIPAA”](#) means the federal statute that protects health insurance coverage for workers and their families when they change or lose their jobs (via Title I) and requires the establishment of national standards for electronic healthcare transactions and national identifiers for providers, health insurance plans, and employers (via Title II, the Administrative Simplification provision).

[“HHSC”](#) means the Health and Human Services Commission.

[“HHSC PCS”](#) means Procurement and Contracting Services (PCS), a division of HHSC.

[“HUB”](#) means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[HUB Subcontracting Plan](#)” or “[HSP](#)” means written documentation regarding the use of subcontractors, which is required to be submitted with all responses to state agency Solicitations with an expected value of \$100,000 or more where the state agency has determined subcontracting opportunities are probable. The HSP subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by the state agency during the term of the Contract.

“[Incident](#)” means an unplanned interruption or failure of a service, or reduction in the quality of a service, as well as the failure of a configuration item that has not yet affected service but has the potential to cause a service interruption.

“[Key Performance Measures](#)” or “[KPM](#)” means measurable value that demonstrates how effectively the Contractor is achieving key business objectives.

“[Managed Care Organization](#)” or “[MCO](#)” means an entity that contracts with the State to provide health benefits and additional services and accepts a set capitation payment per Member, per month, for such services.

“[Managed Services](#)” are services performed by an entity that utilizes its proprietary or licensed software and infrastructure to provide business or data management processes to customers. Managed Services do NOT include software or infrastructure owned by HHSC.

“[Medicaid Enterprise Systems](#)” or “[MES](#)” means the State’s systems which enable efficient operations of Medicaid and non-Medicaid programs by supporting beneficiary eligibility, enrollment, care management, and other beneficiary-facing tools. These systems also serve provider enrollment and payment, benefits managements, data analytics and reporting, fraud and abuse detection, and provider electronic health record incentive payments.

“[Medicaid Information Technology Architecture](#)” or “[MITA](#)” is a national framework to support improved systems development and health care management for the Medicaid enterprise. MITA has several goals, including development of seamless and integrated systems that communicate effectively through interoperability and common standards and processes

“[Medicaid Management Information System](#)” or “[MMIS](#)” is a mechanized claims processing and information retrieval system that State Medicaid programs must have to be eligible for Federal funding. The system controls Medicaid business functions, such as: administrative program and cost control; beneficiary and provider inquiries and services; operations of claims control and computer capabilities; and management reporting for planning and control.

“[Member](#)” means a person who receives Medicaid services.

“[Off-Shore](#)” means located outside of the continental United States.

“[Operations Start Date](#)” means the date Operations start.

“[Operations](#)” means the Contract activities that begin immediately after Transition activities are completed and approved by the State and continue throughout any Contract renewals and extensions and Turnover activities.

“[Personal Identifiable Information](#)” or “[PII](#)” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

“[Procurement Library](#)” means the repository of additional information that is made available to Respondents subject to the terms and conditions of this Solicitation.

“[Program](#)” means collectively HHSC’s healthcare programs, that will be utilizing the services provided by any resulting contract of this Solicitation to fulfill their programmatic objectives.

“[Program Provider](#)” is an entity contracted with the HHSC Fee-For-Service (FFS) program or an MCO that delivers services subject to HHSC EVV requirements. EVV Program Providers include, but are not limited to:

- a. Provider Agencies;
- b. Long-Term Support Services (LTSS) Providers;
- c. Local Intellectual and Developmental Disability Authorities (LIDDAs);
- d. Local Mental Health Authorities (LMHA); and
- e. Independent Direct Service Providers

“[Proprietary System](#)” is an EVV System that a Program Provider or FMSA may opt to use instead of the State Pool System that:

- a. is purchased or developed by a Program Provider or an FMSA;
- b. is used to exchange information with the EVV Aggregator;
- c. is approved by HHSC or it’s designee (*i.e.*, Contractor) for use;
- d. complies with HHSC EVV requirements; and,
- e. complies with the requirements of Texas Government Code §531.024172 or its successors.

“[Proprietary System Operator](#)” or “[PSO](#)” is a Program Provider or FMSA that uses a Proprietary System to comply with HHSC EVV requirements.

“[Protected Health Information](#)” or “[PHI](#)” means all individually identifiable health information ‘held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper, or oral. See also, “[ePHI](#)” above.

“[Respondent](#)” means the individual or entity responding to this Solicitation.

“[Solicitation](#)” means this RFO including all exhibits, attachments, forms, and Addenda, if any.

“[Solicitation Consideration \(SC\) Documents](#)” means documents that must be submitted by Respondent with the Solicitation Response in order to be considered for evaluation and cannot be resubmitted or have errors remedied after the submission due date and time in the Schedule of Events has passed.

“[State](#)” means the State of Texas and its instrumentalities, including HHSC, the System Agency, and any other state agency, its officers, employees, or authorized agents.

“[State Pool System](#)” an EVV System that is provided by Contractor to be available to all Program Providers or FMSA free of charge.

“[State Pool System Operator](#)” or “[SPSO](#)” is an entity that is subcontracted with Contractor to operate a State Pool System.

“[Texas EVV Program](#)” means all components of the EVV process with respect to Texas Medicaid.

“[Total Score](#)” means the Final Written Response Score plus any additional points for secondary evaluation activities, as outlined by this Solicitation.

“[Trading Partner](#)” is a person or entity that sends, receives, and exchanges information in an ongoing business relationship.

“[Turnover](#)” means the Contractor’s administrative and operational activities under the Contract to transition Operations either to HHSC or an HHSC designated service provider at the direction of the State.

“[VPTS](#)” means Vendor Performance Tracking System, as defined under Section [2262.055](#) of the Texas Government Code and Title 34 of the Texas Administrative Code Part 1, Chapter 20, Subchapter B, Division 2, Rule [§20.115](#) and Subchapter F, Division 2, Rule [§20.509](#).

“[Weekday Call Center Hours](#)” means 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday.

“[Weekend Call Center Hours](#)” means 9:00 a.m. to 1:00 p.m. Central Time, Saturday and Sunday excluding HHSC-approved holidays, unless otherwise approved by HHSC.

1.3 AUTHORITY

HHSC is soliciting the services listed herein under Tex. Gov’t Code § 2157.068 (e-2) and 2157.006 (a)(2); and Tex. Admin. Code, Title 34, Part 1, Chapter 20, Subchapter H, Section 20.391. The governing authorities for EVV are: Tex. Gov’t Code § 531.024172; Tex. Admin. Code Title 1, Part 15, Chapter 354, Subchapter O; and 42 U.S. Code § 1396b (l).

ARTICLE II. SCOPE OF WORK

2.1 DESCRIPTION OF SERVICES/STATEMENT OF WORK/SPECIFICATIONS

The Contractor must take a collaborative, innovative, cooperative, flexible, and customer-oriented approach to the Contractor Solution and must work with HHSC as necessary, to achieve successful outcomes in completing the requirements under this SOW. The SOW includes the Services, requirements, Deliverables, and Key Performance Measures to be performed by the Contractor during the Contract Term, subject to the terms and conditions set forth in this Solicitation. For additional specifications and clarification, refer to the Addenda, Exhibits, and other documents expressly designated by the State as part of this Solicitation.

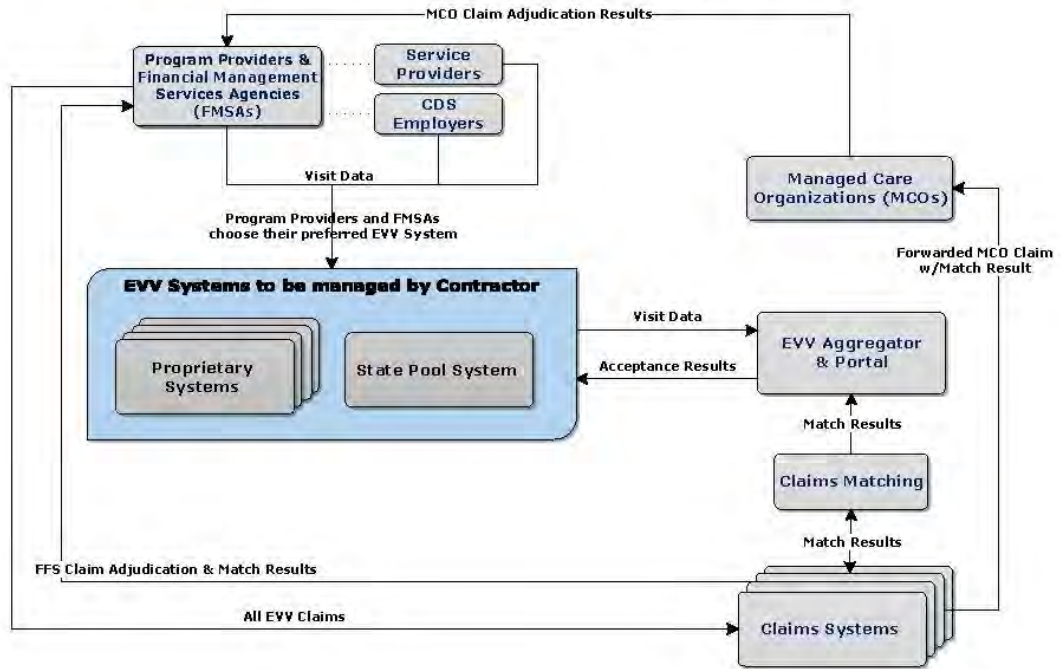
The Contractor must provide a comprehensive Contractor Solution, comprised of business and technology managed services. As a part of its Contractor Solution, the Contractor must provide a State Pool System for use by Program Providers, Financial Management Services Agencies (FMSAs) and CDS employers to comply with Texas EVV requirements. As part of the Contractor Solution, the Contractor must provide management services to evaluate, approve, and oversee the use of Proprietary Systems by Program Providers, FMSAs and CDS employers to comply with Texas EVV requirements. The Contractor must facilitate onboarding, operational readiness review and deployment activities to incorporate approved Proprietary Systems into the operational environment of the Texas EVV open/hybrid model. The Contractor must onboard, implement and manage the Contractor Solution awarded through this Solicitation. The Contractor services include the following:

- a. Securing, onboarding, and managing a State Pool System that meets all requirements in **Exhibit Q, HHSC EVV Business Rules** and **Exhibit R, HHSC EVV Policies**;
- b. Reviewing, approving, and onboarding Proprietary Systems that meet all requirements in **Exhibit S, HHSC EVV Business Rules for Proprietary Systems** and **Exhibit R, HHSC EVV Policies**;
- c. Coordinating State Pool System and Proprietary System integration with the Texas EVV Aggregator;
- d. Facilitating onboarding and training for EVV Users of the State Pool System; and
- e. Providing operational and technical support for the Contractor Solution for Program Providers, FMSAs, CDS Employers, MCOs, HHSC staff, and other HHSC-approved Trading Partners.

The State of Texas fully implemented the use of EVV for Medicaid personal care services on January 1, 2021. The State of Texas, with Contractor's assistance, will expand the use of EVV to include Medicaid home health care services in compliance with federal law.

(Remainder of this page intentionally left blank)

Texas EVV Open Model



The use of EVV is required for Medicaid personal care services and will be required for home health care services within these programs in accordance with the federal 21st Century Cures Act requirements. Many Medicaid programs include a CDS option in addition to the traditional provider agency service delivery model. Refer to the **Attachment A-2, Procurement Library** for the Programs, Services and Service Delivery Options Required to Use EVV for Personal Care Services and Programs, Services and Service Delivery Options Required to Use EVV for Home Health Care Services.

Respondents are advised that HHSC's home health care services expansion efforts may occur during the Transition Phase and continue after the Operations Start Date. Contractor shall support HHSC's home health care services expansion efforts by providing all training, onboarding and other services required by this Solicitation, including, but not limited to, activities described in Contractor's HHSC-approved Home Health Care Services Expansion Plan. Refer to Table 8 – Deliverables Requirements. HHSC, at its sole discretion, may require Contractor to provide the above referenced services in support of HHSC's home health care services expansion efforts on or before the Operations Start Date.

HHSC may, at any time throughout the Contract Term, commence modernization activities that could result in HHSC decoupling or replacing business functions or functionality within the Contractor Solution with updated business and technology components. The

Contractor must work with HHSC through the approved change management process to update, integrate, and implement the transition of any business or technology components at the request of HHSC.

HHSC, at its sole discretion, reserves the option to request early Contract termination, pursuant to Article IX of **Exhibit B, HHS Uniform Terms and Conditions Vendor V3.2**, in order to separate or disengage functionality, or to remove business functions from the Contractor, if it is in the best interest of HHSC. The Contractor will commence Turnover activities for any in-scope functionality at the request of HHSC.

2.1.1 Project Phases

The Contractor shall provide services, as described in this SOW, within three (3) phases: (1) Transition Phase, (2) Operations Phase, and (3) Turnover Phase, as defined in the following subsections.

2.1.1.1 *Transition Phase*

The primary objectives for the Transition Phase are for the Contractor to oversee and validate that all necessary set-up and operational readiness activities are completed to enable the Contractor to take over performance of Services from the incumbent service provider with no adverse impact on the performance of EVV operations, Members, and EVV Users. Transition activities occur between the Contract Effective Date and the Operations Start Date.

Transition activities include, but are not limited to, setup of the Contractor's Project Management Office (PMO), onboarding, and orientation of Contractor's staff; timely completion of all Transition Key Milestones; configuration and implementation of the Contractor Solution; data migration and conversion oversight for the State Pool System; implementation of HHSC EVV processes, procedures, and policies; and implementation of **Exhibit R, HHSC EVV Business Rules** in the State Pool System.

2.1.1.2 *Operations Phase*

The Operations Phase begins after HHSC provides written approval and notification to the Contractor that the operational readiness activities have been completed. During the Operations Phase, the Contractor will perform all Services in accordance with the requirements of this Solicitation, and State and federal law and regulation.

2.1.1.3 *Turnover Phase*

The Turnover Phase is anticipated to begin twelve (12) months prior to the end of the Contract Term, which includes any optional renewal periods. The Turnover Phase is the Contract phase in which the Contractor performs administrative and operational activities sufficient to transition Operations either to HHSC or an HHSC designated service provider at the direction of the State.

Turnover Phase tasks will be planned and coordinated with HHSC and the HHSC designated successor service provider to ensure that stakeholders and Members do not experience any adverse impact from the transfer of Services (see **Table 19 – Turnover Requirements**).

All Turnover activities will be completed according to the Contractor's HHSC-approved Turnover Plan.

The Contractor will be responsible for any defects that existed prior to the Turnover Phase or that were caused by the Contractor's lack of support, coordination, or cooperation during the Turnover Phase.

2.1.2 Contractor Requirements

The Contractor Solution requirements for this Solicitation have been organized as Domains in the following sections. Key Performance Measures and Liquidated Damages requirements with a 'K' suffix in the requirement identification (Req ID) column appear in sub-sections following the Domain requirements where applicable.

The list below contains the Domains and associated acronyms used to organize the Contractor Solution requirements.

- a. Domain: Transition = TRA
- b. Domain: General Operations = GOP
 1. Subdomain: Project Management = PMO
 2. Subdomain: Staffing = STF
 3. Subdomain: Contractor Facility = FAC
 4. Subdomain: Deliverable = DEL
 5. Subdomain: Business Continuity and Disaster Recovery = BCD
 6. Subdomain: Communications = COM
 7. Subdomain: Support Services = SUP
 8. Subdomain: Litigation Support = LIT
 9. Subdomain: Security = SEC
 10. Subdomain: Testing = TST
 11. Subdomain: Training = TNG
 12. Subdomain: Turnover = TUN
- c. Domain: State Pool Management and Oversight = SPS
- d. Domain: State Pool System Operations = SPO
 1. Subdomain: Customer Support = CUS

2. Subdomain: Call Center = CAC
 3. Subdomain: State Pool System Training = SPT
 4. Subdomain: System = SYS
 5. Subdomain: CMS Certification = CMS
 6. Subdomain: MITA = MIT
 7. Subdomain: Alternative Device Management = ALT
- e. Domain: Proprietary System Management and Oversight = PSM

The requirements stated in **Exhibit R, HHSC EVV Business Rules, Exhibit S, HHSC EVV Business Rules for Proprietary Systems, Exhibit Q, HHSC EVV Policies, Exhibit T, EVV Standard Language Guide, and Exhibit U, EVV Service Bill Codes Table** are living rules, policies, and data and will be revised throughout the Contract Term as a result of State and federal mandates, new business needs, and from audit findings. The Contractor Solution shall comply with **Exhibit R, HHSC EVV Business Rules, Exhibit S, HHSC EVV Business Rules for Proprietary Systems, Exhibit Q, HHSC EVV Policies, Exhibit T, EVV Standard Language Guide, and Exhibit U, EVV Service Bill Codes Table**, in their current versions and as amended, throughout the Contract Term. The **HHSC EVV Business Rules, HHSC EVV Business Rules for Proprietary Systems, HHSC EVV Policies, EVV Standard Language Guide, and EVV Service Bill Codes Table** will be maintained by the HHSC EVV Program. HHSC will provide the most current version of the foregoing documents identified in this paragraph to the awarded Contractor upon the Contract Effective Date or as otherwise agreed between the Parties.

2.1.3 Transition Requirements (TRAR)

The Contractor shall work with HHSC and the outgoing services provider to transition the EVV functions in the Contract on a schedule approved by HHSC.

HHSC places great emphasis on operational readiness and will be evaluating the Contractor's capabilities and performance during the Transition Phase. Periodic assessments will be performed before a formal operational readiness assessment is conducted. HHSC intends to include EVV Users in the operational readiness assessment. EVV User participation could include providing sample EVV visit records and live testing of the State Pool System.

The requirements for Transition listed in **Table 1 - Transition Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 1 – Transition Requirements

Transition Requirements	
Req ID	Detailed Requirements
TRAR-001	Complete all Transition Phase milestones as defined in the Contractor's HHSC-approved Project Work Schedule within HHSC-approved timeframes. Refer to Table 8 – Deliverable Requirements .
TRAR-002	Provide a State Pool System no later than two (2) Calendar Days after Contract Effective Date.
TRAR-003	Facilitate the transfer of all EVV Users from the incumbent State Pool Systems to Contractor's State Pool System in accordance with Contractor's HHSC-approved Project Work Schedule . Refer to Table 8 – Deliverable Requirements .
TRAR-004	Complete the transfer of all EVV Users from the incumbent State Pool Systems to Contractor's State Pool System no later than fifteen (15) Calendar Days prior to the Operations Start Date unless otherwise approved by HHSC.
TRAR-005	Conduct a kickoff meeting no later than ten (10) Calendar Days following the Contract Effective Date.
TRAR-006	Deliver final data conversion test results to HHSC no later than fifteen (15) Calendar Days prior to Operations Start Date demonstrating that all data has been successfully converted.
TRAR-007	Establish Contractor's operational site in the Austin, Texas area within twenty-five (25) miles of HHSC's designated office at 701 W. 51 st Street, Austin, TX 78751 no later than two (2) Calendar Days following the Contract Effective Date.
TRAR-008	Provide and facilitate an HHSC on-site review of Contractor's operational site in accordance with Contractor's HHSC-approved Operational Readiness Review Plan . Refer to Table 8– Deliverable Requirements .
TRAR-009	Develop and maintain throughout the Contract Term a detailed requirements traceability matrix that tracks the technical and operational requirements implemented by the State Pool System to meet the requirements of Exhibit R, HHSC EVV Business Rules, Exhibit Q, HHSC EVV Policies and other HHSC requirements in accordance with Contractor's HHSC-approved State Pool System Onboarding Plan . Refer to Table 8 – Deliverable Requirements . Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
TRAR-010	Complete a gap analysis as directed by HHSC and document any gaps between the Contractor Solution and the business requirements in a requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, and certification artifacts.
TRAR-011	Accept and convert five (5) years of data into the State Pool System including, but not limited to: Program Provider and FMSA demographic data (e.g., contract information), CDS Employer information, Member information, Direct Service

	Provider information and Service Authorization information, in accordance with Contactor's HHSC-approved Data Conversion Plan . Refer to Table 8 – Deliverable Requirements .
TRAR-012	Provide authorized HHSC or other designated individuals access to validate any converted data needed to support continuity of Services and provide support for the data validation effort.
TRAR-013	Begin operational readiness review activities for the Contractor Solution no later than ninety (90) Calendar Days prior to the Operations Start Date or as otherwise approved by HHSC. Refer to Operational Readiness Review Plan in Table 8 – Deliverable Requirements .
TRAR-014	Complete operational readiness activities with HHSC and Trading Partners in accordance with the Contractor's HHSC-approved Operational Readiness Review Plan . Refer to Table 8 – Deliverable Requirements .
TRAR-015	Submit the final operational readiness review checklist(s) demonstrating that Contractor Solution meets all readiness criteria no later than fifteen (15) Calendar Days prior to the Operations Start Date, unless otherwise approved by HHSC.
TRAR-016	Submit a weekly operational readiness results report to HHSC in accordance with the Contractor's HHSC-approved Operational Readiness Review Plan . Refer to Table 8 – Deliverable Requirements .
TRAR-017	Complete all testing prior to implementation in accordance with the Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverable Requirements .
TRAR-018	Conduct full end-to-end testing of the State Pool System in coordination with HHSC and Trading Partners in accordance with the Contractor's HHSC-approved State Pool System Onboarding Plan . Contractor must provide all documentation, including, but not limited to, use cases, test cases, test data, scenarios used, and report results to HHSC. Refer to Table 8 – Deliverable Requirements .
TRAR-019	Submit to HHSC the final training materials for the initial training for EVV Users of the State Pool System no later than seventy-five (75) Calendar Days prior to the Operations Start Date unless otherwise approved by HHSC.

2.1.3.1 *Transition Key Performance Measures (TRAK)*

The requirements listed in **Table 2-Transition Key Performance Measures** below describe the level of performance required by the Contractor for Transition.

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Table 2 – Transition Key Performance Measures

Transition Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
TRAK-001	Begin training EVV Users on the use of the State Pool System no later than sixty (60) Calendar Days prior to the Operations Start Date.	HHSC will assess \$2,000 for each Calendar Day past the sixtieth (60 th) Calendar Day prior to Operations Start Date training for EVV Users has not started.
TRAK-002	The Contractor must complete all activities on the critical path for the Transition Phase as outlined in the HHSC-approved Project Work Schedule no later than the Operations Start Date, unless otherwise approved by HHSC. Refer to requirement DELR-006 in Table 8 Deliverable Requirements .	HHSC will assess \$25,000 for each Business Day beyond the Operations Start Date for any incomplete activities on the critical path for the Transition Phase.

2.1.4 General Operations (GOP)

The General Operations Domain encompasses the requirements the Contractor will perform throughout the Contract Term to deliver the Contractor Solution.

2.1.4.1 Project Management Requirements (PMOR)

The Contractor shall perform, manage, and control all tasks and activities according to an industry-recognized methodology like, or similar to Project Management Institute (PMI®) System Development Life Cycle (SDLC).

The Project Management requirements listed in **Table 3 – Project Management Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 3 – Project Management Requirements

Project Management	
Req ID	Detailed Requirements
PMOR-001	Provide a monthly Key Performance Measure Report detailing Contractor's performance for the prior service month no later than the twenty-fifth (25 th) Calendar Day of each month in accordance with Contractor's HHSC-approved Key Performance Measure Plan . Refer to Table 8 – Deliverable Requirements .

Project Management	
Req ID	Detailed Requirements
PMOR-002	Provide HHSC-approved web-based conferencing software and HHSC-approved toll-free teleconferencing capabilities to support Contract activities (e.g., facilitating meetings with HHSC and HHSC-approved Trading Partners).
PMOR-003	Complete a project management template for HHSC approval at least five (5) Business Days prior to initiating a Project in accordance with the Contractor's HHSC-approved Project Management Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-004	Work collaboratively with any HHSC-approved Trading Partners and independent verification and validation service providers.
PMOR-005	Utilize only project management tool(s) which are capable of capturing and generating the information required by HHSC. The tool(s) must be capable of capturing notes including dates, action items, next steps, and decisions made with corresponding due dates. The functionality included in the tool(s) must ensure standardization and traceability of work products throughout the Contract Term.
PMOR-006	Conduct a project initiation kickoff meeting with key stakeholders and the HHSC Project team at least five (5) Business Days prior to the start of any enhancement or modification project.
PMOR-007	Utilize the document and deliverable and acceptance process agreed upon by HHSC that incorporates the following: <ul style="list-style-type: none"> a. Review cycles, which will be conducted and scaled to the size and complexity of the Deliverables. b. Deliverables must reflect coordination with the MES service providers that will follow agreed upon change control processes; and c. Informal reviews and walkthroughs of draft and final Deliverables are encouraged.
PMOR-008	Conduct weekly meetings to discuss Project tasks, Project activities (e.g., Deliverables, critical path, milestones, Key Performance Measures, issues, risks, progress of current Projects, solution changes, resource changes, and other areas specific to the Contract.
PMOR-009	Contribute to HHSC's integration collaboration activities; technical and non-technical Project artifacts for the Contractor Solution components including requirements, use cases, user stories, storyboards, supplemental specifications, test cases, test scripts, test results, and user and training documentation at HHSC's direction.
PMOR-010	Participate in ad hoc and permanent work groups consisting of: Program Providers, FMSAs, CDS employers, Members, HHSC, MCOs and other stakeholders as directed by HHSC.
PMOR-011	Report, upon discovery, any potential Contract compliance deficiencies, and operational issues to HHSC that impact Service delivery to Members, EVV Users, HHSC and/or HHSC-approved Trading Partners.

Project Management	
Req ID	Detailed Requirements
PMOR-012	Submit root cause analyses and corrective action plans (CAP), to resolve State Pool System operational deficiencies, discrepancies, and issues no later than five (5) Business Days of request or as otherwise directed by HHSC.
PMOR-013	Provide a Contractor Solution, including a State Pool System, that is compliant with the HIPAA, Public Law 104-1919 requirements in effect as of the date of release for the Solicitation and with any changes that subsequently occur, unless otherwise noted.
PMOR-014	Provide Services, Work Products and Deliverables that are compliant with pertinent State and federal statutes, Exhibit Q, HHSC EVV Policies , HHSC program policies, rules, and standards for and development tools and processes, and operational procedures. Refer to Exhibit Q, HHSC EVV Policies . Contractor shall comply with all laws, regulations, requirements, and guidelines applicable to the Services provided under the Contract as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the Contract Term.
PMOR-015	Disclose no information in the possession of the Contractor about any individual without prior written consent from HHSC, except as provided by the Contract.
PMOR-016	Evaluate all Projects under the Contract for operational, procedural and policy changes for impacts to each HHSC Program required to use EVV. Report potential impacts and recommendations during the Project planning process. Coordinate implementation efforts with all associated programs.
PMOR-017	Maintain online access to historical versions of Exhibit R, HHSC EVV Business Rules , and Exhibit S, HHSC EVV Business Rules for Proprietary Systems . All versions must be available in the Contractor's electronic repository for audit purposes in accordance with HHSC Retention Schedule. Refer to Exhibit R, HHSC EVV Business Rules , and Exhibit S, HHSC EVV Business Rules for Proprietary Systems .
PMOR-018	Maintain a cross-reference of the State Pool System process and procedure with the corresponding HHSC EVV policy, business rules and/or requirements and make the information available to HHSC as requested.
PMOR-019	Identify and propose revisions to EVV communications, training, and publications related to EVV business process changes. Coordinate with and obtain approval from HHSC for proposed changes at least thirty (30) Calendar Days prior to implementation or another HHSC-approved timeframe.

PMOR-020	Obtain HHSC approval for any non-HHSC initiated change prior to the Contractor approving any change to a State Pool System in accordance with Contractor's HHSC-approved Change Management Plan . Refer to Table 8 - Deliverable Requirements
PMOR-021	Participate in a post Project implementation review meeting upon request by HHSC by the date specified following the implementation of each Project. The Contractor shall ensure that Contractor staff have knowledge of the applicable Project; and participate in post Project implementation review meetings.
PMOR-022	Provide a warranty that the Contractor Solution will meet and maintain the CMS certification requirements, SOW requirements, and HHSC-approved functionality. The Contractor shall modify or correct all deficiencies developed during the Contract Term at no additional cost to HHSC.
PMOR-023	Retain and maintain all e-mails in accordance with the HHSC-designated records retention policies. This includes all e-mails turned over by previous service providers and all e-mail of Subcontractors.
PMOR-024	Track information regarding communication with stakeholders (e.g., name and number, date, nature of the call, documented detailed response given, and staff member responding) and make available to HHSC upon request with content and format approved by HHSC.
PMOR-025	Coordinate with and respond to inquiries from the Business Operations and Business Integration service provider call center and other MES service providers to coordinate resolution for EVV-related questions and issues in accordance with Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-026	Work collaboratively with HHSC to gather, analyze, and report findings to the United States Office for Civil Rights (OCR) for any HIPAA or Health Information Technology for Economic and Clinical Health Act (HITECH) Incident involving Contractor that affects a population of five hundred (500) Members or more. Sufficient technical evaluation will be completed by the Contractor to verify the number of Members potentially affected.
PMOR-027	Prepare and distribute agendas for each scheduled meeting at least five (5) Business Days prior to a scheduled meeting.
PMOR-028	Submit invoices containing no billing errors.
PMOR-029	Work with all HHSC-approved Trading Partners and provide timely support in integrating solutions within HHSC's Medicaid enterprise. Timely means scheduling a meeting no later than five (5) Business Days after receipt of the request by HHSC, review of applicable documentation no later than five (5) Business Days of receipt, scheduling of testing no later than five (5) Business Days of request or ensuring the appropriate Contractor staff are participating.
PMOR-030	Provide and maintain a searchable customer relationship management (CRM) application that tracks and reports information and associated documentation, including, but not limited to, calls, complaints, problems, issues, Incidents, resolutions, and role-based permissions for Contractor and SPSO activities.
PMOR-031	Provide a State Pool System solution that has achieved CMS certification in at least one (1) State to provide EVV Services.

PMOR-032	Coordinate and validate that all system changes to the State Pool System are completed as outlined in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-033	Communicate HHSC-approved planned changes to the maintenance schedule to Providers, Trading Partners, and HHSC staff at least ten (10) Business Days in advance of implementing the change.
PMOR-034	Submit all requests for unscheduled State Pool System maintenance and considerations to waive the minimum ten (10) Business Days notification period to HHSC for approval. Complete all system changes to the State Pool System as outlined in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-035	Provide HHSC detailed supporting information monthly for all Key Performance Measures in accordance with processes and timeframes in the Contractor's HHSC-approved Key Performance Measure Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-036	Manage all aspects of the Project Management Plan throughout the Contract Term using a Project Management Information System (PMIS), (i.e., SharePoint) or any other HHSC-approved PMIS. Refer to Table 8 - Deliverable Requirements .
PMOR-037	Lead the development and documentation of project management and support processes for HHSC review and approval.
PMOR-038	Coordinate with HHSC and Trading Partners to determine business directions, review ongoing Projects, and improve project management.
PMOR-039	Coordinate the Contractor's Project Management Plan with the project management processes of HHSC and Trading Partners. Refer to Table 8 - Deliverable Requirements .
PMOR-040	Assist HHSC in planning, preparing, and implementing any transition or changes related to Services, resulting from a business addition, merger, or other reorganization by Contractor or HHSC (e.g., divestiture, acquisition, consolidation, and relocation).
PMOR-041	Identify, monitor, resolve and escalate risks and issues in accordance with the Contractor's HHSC-approved Risk and Issue Management Plan . Refer to Table 8 - Deliverable Requirements .
PMOR-042	Facilitate and participate with HHSC and Trading Partners for all Projects and initiatives, kick-off and status meetings, and any training as directed by HHSC.
PMOR-043	Provide role-based access to the CRM application as directed by HHSC.
PMOR-044	Provide all documentation relating to the Contractor Solution, including results of Contractor performance and the performance profile used for testing, system security audits, schematics, architecture, procedures, processes, policies, strategies, and services delivery methodology.

PMOR-045	Establish and manage an HHSC-approved project management tool that includes a time-keeping system, which tracks all Contractor personnel time for all Work performed under the Contract.
PMOR-046	Deliver post-meeting materials (e.g., agendas, minutes, action items, etc.) to HHSC for approval and within timeframes in accordance with the Contractor's HHSC-approved Communications Plan . HHSC-approved post-meeting materials must be stored in the HHSC electronic document repository and retained in accordance with the HHSC Retention Schedule. Refer to Table 8 - Deliverable Requirements .
PMOR-047	Provide and maintain all technology, equipment, and software necessary for Contractor staff to support and complete the SOW, including enabling access to HHSC and HHSC-authorized systems and data.
PMOR-048	Support EVV program expansion efforts as defined by HHSC.
PMOR-049	Provide ongoing operation support to HHSC-approved Trading Partners to promote successful submission of data. Work one-on-one with HHSC-approved Trading Partners to resolve data submission issues.
PMOR-050	Provide technical and subject matter expertise on EVV Systems to support the development of and modifications to Exhibit R, HHSC EVV Business Rules and Exhibit S, HHSC EVV Business Rules for Proprietary Systems as directed by HHSC. Refer to Exhibit R, HHSC EVV Business Rules and Exhibit S, HHSC EVV Business Rules for Proprietary Systems .
PMOR-051	Maintain the EVV System Selection Table in coordination with the MES service providers.
PMOR-052	Update the EVV System Selection Table in accordance with HHSC-approved timeframes and procedures.

2.1.4.2 *Staffing Requirements (STFR)*

The Contractor shall provide all personnel resources necessary to perform the Services described in this SOW unless specifically stated as the responsibility of HHSC or another entity. This section does not identify all required staff. Rather, this section identifies the Contractor's key personnel and certain other staff where specific requirements must be met. The requirements below include providing qualified, knowledgeable, trained, professional staff to install, configure, manage, and maintain the Contractor Solution.

Table 4 – Key Personnel Descriptions and Qualifications below includes a comprehensive list of key personnel and the minimum qualifications required.

Table 4 – Key Personnel Descriptions and Qualifications

Key Personnel Descriptions and Qualifications		
Role	Description	Qualifications
Project Director	Represents Contractor and oversees the day-to-day activities of Contractor Solution. This individual shall serve as HHSC's primary point of contact (POC) for matters relating to the Contractor Solution and collaborating with other MES service providers, and stakeholders.	<p>The Project Director must meet the following qualifications:</p> <ul style="list-style-type: none"> a. A minimum of seven (7) years project management experience managing projects of size and scope similar to the Contract Work, preferably in Medicaid or the healthcare industry. Relevant experience must have occurred within the three (3) years immediately preceding the issuance date of this Solicitation. b. Project management experience must include each phase of the software development life cycle. c. Project management certification through the Project Management Institute (PMI) is preferred.
Transition Project Manager	Serves as the project manager and single POC for HHSC regarding Contractor's Transition activities. Responsible for the successful transition of the Contract to Contractor. Administers and executes Contractor's HHSC-approved Transition Plan. Responsible for Contractor's adherence to Transition timelines and requirements.	<p>The Transition Project Manager must meet the following qualifications:</p> <ul style="list-style-type: none"> a. A minimum of five (5) years project management experience managing Projects of size and scope similar to the Contract, preferably in Medicaid or the healthcare industry. Relevant experience must have occurred within the three (3) years immediately preceding the issuance date of this Solicitation. b. A minimum of three (3) years of experience managing operational transition Project(s) similar in scope and size to the transition for this Contract. c. Experience must involve managing projects with both technical and operational components. d. Knowledge of EVV technology and operation is strongly preferred.

Key Personnel Descriptions and Qualifications		
Role	Description	Qualifications
		e. Project management certification is required, preferably through the Project Management Institute (PMI).
Contract Manager	Serves as the single POC for HHSC for matters concerning the Contractor's performance under the Contract. This person shall have the authority to make decisions that are binding to the Contractor, shall be responsible for timely completion of the Contractor SOW, and shall be responsible for meeting all Contract obligations.	The Contract Manager must have a minimum of five (5) years contract management experience managing contracts for related services with similar budgets, preferably in Medicaid or the healthcare industry, and for projects similar in size and scope to the Contract Work.
State Pool System Operations Manager	Serves as the primary POC for HHSC for matters concerning State Pool System performance and operations. The State Pool System Operations Manager is responsible for the successful CMS certification and operation of the State Pool System from a technology and operations perspective.	The State Pool System Operations Manager must meet the following qualifications: <ul style="list-style-type: none"> a. A minimum of three (3) years of experience working with EVV Systems is preferred. b. A minimum of five (5) years project management experience managing projects of size and scope similar to the Contract Work, preferably in Medicaid or the healthcare industry. c. Project management certification through the Project Management Institute (PMI) is preferred.
Proprietary Systems Manager	Serves as the primary POC for HHSC for matters concerning Proprietary Systems. The Proprietary Systems manager is responsible for reviewing and approving Proprietary Systems for use in Texas and executing Contractor's responsibilities with respect to Proprietary Systems.	The Proprietary Systems Manager must meet the following qualifications: <ul style="list-style-type: none"> a. A minimum of three (3) years of experience working with EVV Systems is preferred. b. A minimum of five (5) years project management experience managing projects of size and scope similar to the Contract, preferably in Medicaid or the healthcare industry.

Key Personnel Descriptions and Qualifications		
Role	Description	Qualifications
		c. Project management certification is required, preferably through the Project Management Institute (PMI).
Privacy Compliance Manager	Serves as the primary POC for HHSC staff for the development, implementation, and maintenance of the policies and procedures of a covered entity as required by HIPAA and all applicable State and federal laws, rules, regulations, and guidelines.	<p>Knowledge of State and federal privacy laws including, but not limited to, HIPAA privacy, security and breach response requirements, and pertinent management experience including the ability to effectively communicate orally and in writing in a professional manner.</p> <p>The Privacy Compliance Manager must have at least five (5) years of experience overseeing privacy policies and procedures.</p>
Information Security Manager	Serves as the primary POC for HHSC staff for information security matters including potential electronic or system information compromise.	<p>Knowledge of National Institute of Standards and Technology (NIST) security requirements, Federal Risk and Authorization Management Program (FedRAMP) requirements, HIPAA security requirements, and pertinent management experience including the ability to effectively communicate orally and in writing in a professional manner.</p> <p>The Information Security Manager must have at least five (5) years of experience overseeing information security policies, procedures, and training.</p>
Systems Lead	<p>Serves as the primary POC for HHSC regarding system testing, change management, integration, modification, and maintenance activities.</p> <p>The Systems Lead is responsible for scheduling and reporting all</p>	<p>The System Lead must meet the following qualifications:</p> <p>a. Minimum of three (3) years of experience leading system operations for a project similar in size and scope to the Contract Work.</p>

Key Personnel Descriptions and Qualifications		
Role	Description	Qualifications
	<p>maintenance and modification activities, coordinating use of modification task personnel resources, facilitating implementation of modifications, maintaining all interfaces, and maintaining the ability for all appropriate users to access the Contractor Solution.</p>	<p>b. Minimum of five (5) years executing change management processes for system projects similar in size and scope to the Contract Work. Experience must involve directing multi-discipline technical teams.</p> <p>c. In-depth understanding of the software development lifecycle and testing lifecycle and all artifacts required to successfully validate the Contractor Solution.</p> <p>d. Project management certification is required, preferably through the Project Management Institute (PMI).</p>
Turnover Project Lead	<p>Primary POC for HHSC for Turnover. The Turnover Project Lead is responsible for oversight and coordination of all Turnover activities.</p>	<p>The Turnover Project Lead must meet the following qualifications:</p> <p>a. A minimum of five (5) years project management experience managing Projects of size and scope similar to the Contract, preferably in Medicaid or the healthcare industry.</p> <p>b. A minimum of three (3) years of experience managing operational transition/turnover Project(s) similar in scope and size to the Turnover for this Contract.</p> <p>c. Experience must involve managing projects with both technical and operational components.</p> <p>d. A minimum of two (2) years of experience working on this Contract is preferred.</p> <p>e. Knowledge of EVV technology and operation is required.</p> <p>f. Project management certification is required, preferably through the Project Management Institute (PMI).</p>

During the Contract Term, Contractor must provide staffing services in accordance with the requirements specified in **Table 5-Staffing Requirements**.

Table 5 – Staffing Requirements

Staffing Requirements	
Req ID	Detailed Requirements
STFR-001	Provide HHSC-approved key personnel (with the exception of the Turnover Project Lead) no later than two (2) Calendar Days following the Contract Effective Date. These key personnel must be available during all configuration and certification activities. Key personnel must not hold more than one key role unless otherwise approved by HHSC.
STFR-002	Fill a vacant key personnel position with a substitute that meets key personnel qualifications no later than five (5) Business Days of staff separation date, unless an extension is approved by HHSC, until a permanent replacement fills the vacancy.
STFR-003	Fill a vacant key personnel position with an HHSC-approved permanent replacement no later than thirty (30) Calendar Days from the vacancy date (a position is considered vacant even with the substitute replacement serving in that role) unless an extension is approved by HHSC.
STFR-004	Submit proposed key personnel permanent replacements and qualification information for HHSC approval within ten (10) Business Days of staff separation date unless an extension is approved by HHSC. Provide the following information for each key personnel permanent replacement demonstrating how the candidate meets the key personnel qualifications: <ul style="list-style-type: none"> a. Candidate profile b. Résumé c. Two (2) external written references The profile, résumé and references must depict relevant and current experience as described in Table 4 – Key Personnel Descriptions and Qualifications .
STFR-005	Provide "on call" access to at least one key personnel or their HHSC-approved designee outside of normal business hours, including weekends and State holidays, in accordance with Contractor's HHSC-approved Staffing Management Plan . Refer to Table 8 - Deliverable Requirements .
STFR-006	Key personnel are required to attend all in-person meetings in Austin, Texas as requested at no cost to HHSC, with five (5) Business Days' notice. HHSC may choose to designate online meetings in place of any face-to-face meeting.

Staffing Requirements	
Req ID	Detailed Requirements
STFR-007	Key personnel must be full-time personnel that are knowledgeable, experienced, and qualified to perform the responsibilities of the position under the Contract. Contractor staff are subject to the following requirements: <ol style="list-style-type: none"> a. HHSC will approve key personnel (including replacement key personnel) assigned to the Contract; and b. HHSC reserves the right to request removal of any Contractor staff or Subcontractor staff, if applicable, assigned to the Project, and the Contractor must comply with any such request within two (2) Business Days.
STFR-008	Provide an organizational chart identifying key personnel for HHSC approval no later than two (2) Calendar Days of the Contract Effective Date and no later than ten (10) Business Days of any change to key personnel or re-organization of functional groups during the Contract Term.
STFR-009	Provide HHSC with written notice, ten (10) Business Days prior to any changes in key personnel as soon as Contractor becomes aware of the need for a change during the Contract Term and any Contract renewal (s) or extension(s) thereof.
STFR-010	Obtain HHSC's prior written approval before any reduction of the staffing levels or replacement of any key personnel identified in the Contractor's HHSC-approved Staffing Management Plan . Refer to Table 8 Deliverable Requirements .
STFR-011	Investigate the matters forming the basis for HHSC's request to remove key personnel and correct any deficient Contract performance within thirty (30) Calendar Days of request.
STFR-012	Remove and replace key personnel found deficient by HHSC and submit all replacement key personnel résumés within ten (10) Business Days of request for HHSC review and approval.
STFR-013	Ensure the key personnel are one hundred percent (100%) allocated to the Contract.
STFR-014	Provide staff resources and information to assist with HHSC's activities to support the to-be vision of the CMS Standards and Conditions and the MITA framework as directed by HHSC.
STFR-015	Provide qualified, professional staff knowledgeable of Texas Medicaid, the Texas EVV Program, Contractor Solution, and EVV Systems to participate in internal and external meetings including public stakeholder meetings, workgroups, training, HHSC meetings related to EVV, meetings with HHSC-approved Trading Partners and Texas provider association meetings as directed by HHSC.
STFR-016	Provide designated reporting/data specialists to assist HHSC and HHSC-approved Trading Partners with the development and analysis of data requests.
STFR-017	Any staff working remotely, must be available to work in HHSC's offices at HHSC's request at no cost to HHSC, with five (5) Business Days' notice for functions necessary to support the Contract Work.

Staffing Requirements	
Req ID	Detailed Requirements
STFR-018	Provide a written attestation document, "Personnel Background Check Attestation", of a completed background check for Contractor personnel who might reasonably be expected to access sensitive and confidential Member data contained in any system accessed during the Contract Term, as requested by HHSC. Contractor must describe its process for performing background checks for non-US citizens or Lawful Permanent Resident Card holders in compliance with the U.S. Department of Homeland Security's E-Verify requirements.
STFR-019	The Contractor staff must clearly identify themselves as Contractor staff and not as employees or representatives of HHSC, unless and solely to the extent specifically authorized in writing in advance by HHSC, including in all communications, whether oral, written, or electronic.

2.1.4.2.1 Staffing Performance Measures (STFK)

The requirements listed in **Table 6 – Staffing Key Performance Measures** below describe the level of performance required for Staffing that must be performed by the Contractor during the Contract Term.

Table 6 – Staffing Key Performance Measures

Staffing Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
STFK-001	Contractor key personnel positions (with the exception of the Turnover Project Lead) must be staffed, located in Austin, and trained to provide Contract Services no later than two (2) Calendar Days following the Contract Effective Date or as negotiated and approved by HHSC.	If any Contractor key personnel positions are not staffed, located in Austin, and trained to provide Services no later than two (2) Calendar Days following the Contract Effective Date or as negotiated and approved by HHSC, HHSC will assess \$10,000 per Calendar Day of delay.

2.1.4.3 Contractor Facility Requirements (FACR)

During the Contract Term, Contractor must maintain an operational site in Austin, Texas in accordance with the requirements specified in **Table 7-Contractor Facility Requirements**.

Table 7 – Contractor Facility Requirements

Contractor Facility	
Req ID	Detailed Requirements
FACR-001	Maintain an operational site in the Austin, Texas area within twenty-five (25) miles of HHSC’s designated office at 701 W. 51 st Street, Austin, TX 78751 throughout the life of the Contract Term.
FACR-002	Provide HHSC access to Contractor facilities and operations as requested by HHSC for on-site visits and internal and external audits.

2.1.4.4 Deliverables Requirements (DELR)

All Deliverables included in the tables below will be developed, implemented, and maintained in a HHSC-approved format. Each Deliverable will be submitted to HHSC for approval, and written approval must be obtained from HHSC for all versions. Each Deliverable must be submitted within timeframes approved by HHSC and may be subject to applicable liquidated damages.

Deliverables include the plans and documentation necessary to prepare for, implement, manage, and maintain the requirements of the Contract during the Contract Term.

The Deliverable review cycle consists of:

- a. Initial Contractor submission;
 1. First HHSC review: five (5) Business Days to accept or reject the initial submission;
- b. Second Contractor submission (if initial submission is rejected);
 1. Contractor resubmission within five (5) Business Days of HHSC’s rejection notification; and
 2. Second HHSC review for final approval within three (3) Business Days of receipt of the Contractor resubmission.

The Contractor’s submission of the same Deliverable that does not conform with HHSC-approved acceptance criteria three (3) or more times shall constitute a material breach of the Contract.

The requirements for Deliverables listed in **Table 8-Deliverables Requirements** below describes the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 8 – Deliverables Requirements

Deliverables	
Req ID	Detailed Requirements
DELR-001	<p>Project Management Plan</p> <p>Develop and maintain a Project Management Plan and project management template that Contractor will follow when managing Projects throughout the Contract Term.</p> <p>The completed Project Management Plan and template must be submitted no later than ten (10) Calendar Days after the Contract Effective Date and maintained during the Contract Term. The project management template will be completed by Contractor prior to starting each Project.</p> <p>The Project Management Plan and template will define how Projects are executed, monitored, and controlled. The Project Management Plan and template should correlate with the following related Deliverables: Risk and Issue Management Plan, Staffing Management Plan, Change Management Plan, and Quality Management Plan.</p> <p>The Project Management Plan template must include, at minimum:</p> <ol style="list-style-type: none"> a. Project Overview <ol style="list-style-type: none"> 1. Project Description 2. Project Scope 3. Assumptions 4. Constraints b. Project Organization <ol style="list-style-type: none"> 1. Project Structure 2. External stakeholders 3. Roles and Responsibilities c. Project Lifecycle <ol style="list-style-type: none"> 1. Methods, Tools and Techniques 2. Status Reporting Frequency and Method
DELR-002	<p>Risk and Issue Management Plan</p> <p>Develop, maintain, and adhere to a Risk and Issue Management Plan.</p> <p>The completed Risk and Issue Management Plan must be submitted no later than ten (10) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>At a minimum, the Risk and Issue Management Plan must include the following:</p> <ol style="list-style-type: none"> a. Contractor’s approach to monitoring, tracking, communicating, reporting risk and issue status including procedures for documenting, resolving, and

Deliverables	
Req ID	Detailed Requirements
	<p>reporting issues and risks identified by the Contractor, HHSC or other Project service providers;</p> <p>b. Contractor's approach to identifying risks and issues associated with integrated systems or processes managed by HHSC or HHSC-approved trading partners;</p> <p>c. Contractor's risk and issue avoidance, transfer, mitigation, or management strategies; and</p> <p>d. Contractor's approach to root cause analysis and impact analysis and Description of how risks and issues will be quantified and qualified.</p>
DELR-003	<p>Staffing Management Plan</p> <p>Submit and maintain a Staffing Management Plan as part of the Project Management Plan. The completed Staffing Management Plan must be submitted no later than ten (10) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>The Staffing Management Plan must include the following:</p> <p>a. Identification of the roles and responsibilities by resource type during all activities of the Contract, including identifying key personnel and functional groups within the organization;</p> <p>b. Staffing levels by resource type and by phase for the duration of the Project;</p> <p>c. Detail how the Staffing Levels will achieve consistent, dependable service regardless of changes that may influence work volume;</p> <p>d. Work locations of all functional groups within the organization;</p> <p>e. Contractor's approach to providing appropriate personnel for live, in-person meetings in Austin, Texas;</p> <p>f. Staff training requirements to maintain appropriate privacy and security protocols;</p> <p>g. Expectations regarding onsite time for Contractor resources;</p> <p>h. Process for temporarily and permanently replacing vacancies in key personnel positions consistent with staffing Key Performance Measures;</p> <p>i. Contractor's telework policies and procedures including protocols for safeguarding sensitive information such as PHI and PII and Contractor's approach to maintaining contract performance with a telework/hybrid workforce;</p> <p>j. Contractor's approach to providing "on call" access to at least one (1) key personnel or their HHSC-approved designee outside of normal business hours, including weekends and State holidays; and</p> <p>k. Contractor's approach to providing appropriate technical staffing to resolve State Pool System issues outside of Weekday Call Center Hours and Weekend Call Center Hours.</p>

Deliverables	
Req ID	Detailed Requirements
DELR-004	<p>Change Management Plan</p> <p>Develop, maintain, and adhere to a Change Management Plan for the State Pool System and Proprietary Systems.</p> <p>The completed Change Management Plan must be submitted ten (10) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>The Change Management Plan must include:</p> <ol style="list-style-type: none"> a. Contractor’s approach to providing demonstrations and walkthroughs of system changes to HHSC prior to implementation; b. Written, trackable and diagrammatic representation of the processes and procedures to be used to initiate, evaluate, review, and resolve any change requests that occur both before and after the solution is implemented; c. Adherence to HHSC change management policies; d. Contractor’s approach to completing and validating changes to the State Pool System when HHSC updates Exhibit R, HHSC EVV Business Rules; e. Contractor’s approach to communicating required changes, completing, and validating that changes have been made to Proprietary Systems when HHSC updates Exhibit S, HHSC EVV Business Rules for Proprietary Systems; f. How Contractor will work with HHSC and HHSC-approved Trading Partners to coordinate changes that impact integrated systems; g. Contractor’s process for maintaining the public-facing change history log for all system changes and updates to the State Pool System; h. Contractor’s process for providing cost estimates for proposed changes; and i. Contractor's approach to managing reference data updates in coordination with HHSC and HHSC-approved Trading Partners.
DELR-005	<p>Quality Management Plan</p> <p>Develop, maintain, and adhere to a comprehensive Quality Management Plan.</p> <p>The completed Quality Management Plan must be submitted ten (10) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>At a minimum, the Quality Management Plan must include:</p> <ol style="list-style-type: none"> a. Contractor’s approach to measuring and maintaining quality for all functional areas of the Contract such as system changes, customer support, data management, communications and training, State Pool System oversight, and Proprietary System oversight; b. The process steps and quality tools that will be used (e.g., templates, standards, and checklists); c. A detailed description of the software development life cycle to be used by the Contractor, and controls for measuring quality; and

Deliverables	
Req ID	Detailed Requirements
	d. Contractor’s approach to providing quantitative results and qualitative analysis of quality metrics in the Monthly Status Report .
DELR-006	<p>Project Work Schedule</p> <p>Develop, maintain, and adhere to a detailed Project Work Schedule that is aligned with the SOW.</p> <p>The completed Project Work Schedule must be provided in Microsoft Project within two (2) Calendar Days after the Contract Effective Date and updated regularly throughout the Contract Term.</p> <p>At a minimum, the Project Work Schedule must include:</p> <ol style="list-style-type: none"> a. detailed project task description; b. accurate FTE hours for each task; c. the sequence of tasks and activities including duration necessary to meet Deliverable and milestone dates for each phase; d. baselined start and completion dates for every task and milestone; e. actual start and completion date for every task and milestone; f. identification of the critical path; g. resources assignment by task and milestone, by name or resource if name is unknown; h. predecessors tied to every task; i. permanent tracking number for each task; j. completion percentage for every task; and k. organized phase level Milestones. <p>Once approved, the baselined dates and hours in the Project Work Schedule will only be modified with approval from HHSC. The baselined Project Work Schedule will be retained for HHSC's own Project reporting.</p>
DELR-007	<p>System Security Plan</p> <p>Develop, execute, maintain, and deliver for HHSC approval, a System Security Plan to document the current level of security controls within the Contractor Solution that protects the confidentiality, integrity, and availability (CIA) of the solution and its information.</p> <p>The initial System Security Plan must be submitted for HHSC approval no more than fifteen (15) Calendar Days after the Contract Effective Date.</p> <p>The System Security Plan must address the following topics:</p> <ol style="list-style-type: none"> a. adherence to HHSC’s “Security and Privacy Control requirements” document, included in Exhibit N, HHS Information Security and Privacy Requirements, and further guidance located on the HHSC Vendor Resources site (https://www.hhs.texas.gov/doing-business-hhs/contracting-hhs/vendor-resources#risk-assessment-report-and-system-security-plan); b. compliance with CMS;

Deliverables	
Req ID	Detailed Requirements
	<ul style="list-style-type: none"> c. acceptable risk safeguards to assess CIA and NIST SP 800-53 Revision 4 at a "moderate" control level; d. physical security; e. network segmentation, access controls, and forensics; f. application security and data sensitivity classification, including Protected Health Information and Personally Identifiable Information; g. end-point protections such as multiple redundant firewalls and host-based intrusion detection systems; h. identification and prevention of the use of prohibited functions, ports, protocols, and services; i. network, firewall, server, and other security-related configurations and changes; j. intrusion detection and prevention; k. network scanning tools; l. host hardening; m. internet filtering; n. remote access; o. encryption of data at rest and in transit; p. user authentication and directory services; q. interfaces and exchange of data with external entities; r. system penetration testing; s. management of operating system and security patches; t. anti-virus and malware detection and e-mail gateways; u. assessment and testing of system and code modifications; and v. allowable internal and external communication protocols. <p>The System Security Plan is a living document and updates will be submitted annually by October 1st to HHSC for approval, as part of the vendor's risk assessment.</p>
DELR-008	<p>CMS Certification Plan</p> <p>Develop and maintain a CMS Certification Plan that defines the Contractor's approach to achieving and maintaining CMS certification.</p> <p>The completed CMS Certification Plan must be submitted sixty (60) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>At a minimum, the CMS Certification Plan must include:</p> <ul style="list-style-type: none"> a. The processes and procedures that will be used to manage Certification requirements; b. How Contractor will adhere to the most current CMS certification processes; c. Contractor's approach to tracking Project status throughout the CMS certification process;

Deliverables	
Req ID	Detailed Requirements
	<p>d. Contractor’s approach to working collaboratively with HHSC and other MES service providers to provide data and reporting on CMS key performance indicators; and</p> <p>e. Perform all activities necessary to achieve and maintain final CMS certification within specified timeframes, with content and format as directed by HHSC.</p>
DELR-009	<p>Test Plan</p> <p>Provide, submit, and maintain a Test Plan that describes the Contractor's plan for all testing activities, processes, types, and levels. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing).</p> <p>The Test Plan must be submitted fifteen (15) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>At a minimum, the Test Plan must address the following:</p> <ol style="list-style-type: none"> a. Overall testing strategy; b. Approach to planning and preparing the test; c. Maintain a testing environment with functions, database tables and files, and data elements in accordance with State-approved processes and procedures; d. Approach to conducting each test level: performance/load/stress testing; system testing; parallel testing; regression testing; integration testing; and Trading Partner testing; e. Approach for supporting user acceptance testing (UAT) (including State tester access); f. Approach for testing nonfunctional requirements; g. Approach to test documentation (e.g., test cases, test scripts, test case matrices added as design progresses); h. Approach to quality control/quality assurance; i. Approach to bi-directional traceability to requirements and design; j. Tools, techniques, and methods; k. Reporting mechanisms, traceability, and metrics; effects and defects resolution; l. Entrance and exit criteria for each test level including alignment with industry standards; m. Configuration management for each test level; and n. Testing roles and responsibilities. <p>Acceptance criteria shall include, but is not limited to, no high or critical defects in code released to production and production releases will not be promoted if more than five percent (5%) of requirements have an open defect.</p>
DELR-010	<p>Training Plan</p>

Deliverables	
Req ID	Detailed Requirements
	<p>Develop, submit and maintain a Training Plan which must be submitted for HHSC approval fifteen (15) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>At a minimum, the Training Plan must include:</p> <ol style="list-style-type: none"> a. Summary of training approach, objectives, and desired outcomes; b. Contractor’s process to ensure training content is aligned with and supports Exhibit R, HHSC EVV Policies; c. Contractor’s process for conducting initial and annual training needs analyses, including an assessment of the target audience and their knowledge and skills; d. Recommendations on type of training and delivery approach based on training needs analysis; e. Summary of proposed training content; f. Contractor’s approach to training all EVV Users on the State Pool System prior to the Operations Start Date, including a schedule of training opportunities that will accommodate the large volume of training needed during Transition; g. Contractor’s approach to delivering final materials for the initial training for the State Pool System no later than seventy-five (75) Calendar Days prior to Operations Start Date; h. Contractor’s approach to tracking all State Pool System training activities for EVV Users (e.g., initial system training, annual system training, etc.) i. Proposed annual training schedule for live-in person training and webinars, including locations; j. Listing of all training opportunities and resources including on-demand training, job aids, manuals, computer-based training, webinars, and other training resources; k. Approach to keeping training content current with respect to system changes, implementations and EVV Program changes; l. Approach to providing training and updating content to support new functionality and software releases; m. Approach to training other MES service providers on Contractor Solution with a focus on the train-the-trainer methodology; n. Approach to coordinating with other MES service providers to provide or receive feedback when training content involves Contractor Solution or services/technology provided by other MES service providers; o. Approach to obtaining and incorporating feedback from trainees to improve training effectiveness throughout the Contract Term; p. Approach to receiving and incorporating HHSC feedback on content, including review cycle timeframes; q. Approach to providing live in-person training to CDS Employers and designated representatives at least quarterly; and

Deliverables	
Req ID	Detailed Requirements
	r. Approach to developing and submitting all CMS and MITA training materials to support the Contractor.
DELR-011	<p>Business Continuity and Contingency Plan</p> <p>Develop, submit, and maintain a comprehensive Business Continuity and Contingency Plan.</p> <p>The completed Business Continuity and Contingency Plan must be submitted for HHSC approval sixty (60) Calendar Days after the Contract Effective Date and maintained during the Contract Term. Contractor shall review the Business Continuity and Contingency Plan no less than annually, update the BCCP as needed, and request HHSC approval of all changes.</p> <p>The Business Continuity and Contingency Plan must adhere to industry best practices and standards and include, at a minimum, the following:</p> <ol style="list-style-type: none"> a. Identification of the core business processes involved in Contractor Solution. For each core business process include: <ol style="list-style-type: none"> 1. Identification of potential failures for the process; 2. Risk analysis; 3. Impact analysis; and 4. Definition of minimum acceptable levels of service/output. b. Definition of triggers for activating contingency plans; c. Procedures for activating any special teams for business continuity; d. A plan for continuation of business functions, units, processes, human resources, technology infrastructure; e. Communication protocols and timelines for conducting operations on a backup or remote site in a timely manner; f. Back up protocols for each electronic verification method; and g. Notification timelines to HHSC if Contractor activates components of this plan.
DELR-012	<p>Disaster Recovery Plan</p> <p>Develop, submit, and maintain a Disaster Recovery Plan.</p> <p>The completed Disaster Recovery Plan must be submitted for HHSC approval sixty (60) Calendar Days after the Contract Effective Date and maintained during the Contract Term. Contractor shall review the Plan no less than annually, update the Plan as needed, and request HHSC approval of all changes.</p> <p>At a minimum, the Disaster Recovery Plan must address the following:</p> <ol style="list-style-type: none"> a. Contractor's processes and schedule for conducting an annual Disaster Recovery exercise to test all components of the Disaster Recovery Plan; b. Retention and storage of backup files and software; c. Hardware backup for critical solution components; d. Facility backup;

Deliverables	
Req ID	Detailed Requirements
	<ul style="list-style-type: none"> e. Backup for any telecommunications links and networks; f. Backup procedures and support to accommodate the loss of any online communications; g. A detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility. The off-site storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations; h. An enumeration of the prioritized order of restoration for Contractor's proposed solution; i. Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss; and j. Notification timelines to HHSC, if Contractor experiences a disaster.
DELR-013	<p>Transition Plan</p> <p>Develop, maintain, and administer a HHSC-approved Transition Plan.</p> <p>The completed Transition Plan must be submitted for HHSC approval two (2) Calendar Days after the Contract Effective Date and maintained during Transition period.</p> <p>The Transition Plan shall detail the activities and milestones that Contractor will complete to establish the Contractor Solution. The plan shall also include Contractor's approach to migrating existing EVV Users who are using the incumbent State Pool System to Contractor's State Pool System or Proprietary Systems.</p> <p>At a minimum, the Transition Plan must include:</p> <ul style="list-style-type: none"> a. Contractor's approach and timeline for establishing the Contractor Solution in alignment with HHSC's Transition timeline; b. Identification of the Transition Project Manager and the Contractor's Transition Phase project management team that will be based in Austin, Texas; c. Identification of key transition dates, activities, and milestones as documented in the Project Work Schedule; d. Contractor's approach and timeline for assuming oversight and administration of Proprietary System onboarding activities in accordance with the Proprietary System Onboarding Plan; and e. Contractor's approach and timeline for transitioning all EVV System users from the incumbent State Pool Systems to Contractor's State Pool System.

DELR-014	<p>Data Conversion Plan</p> <p>Develop, submit, and maintain a Data Conversion Plan. The objectives must align with the operational readiness and pre-production testing. The plan must describe Contractor’s approach to accepting and converting data from incumbent State Pool Systems to Contractor’s State Pool System to minimize the need for EVV Users to create new information in Contractor’s State Pool System.</p> <p>The completed Data Conversion Plan must be submitted for HHSC approval forty-five (45) Calendar Days after the Contract Effective Date.</p> <p>The Data Conversion Plan must include the following:</p> <ol style="list-style-type: none"> a. Approach to conversion, cleansing, and migration; b. Approach to risk management for data conversion effort; c. Approach for testing migration or converted data; d. Approach to reporting the number of records successfully converted vs. errors or exceptions; e. Approach for cleansing data to prepare it for loading to the Contractor Solution; f. Approach to resolving data conversion errors and issues; g. Approach for supporting HHSC validation of converted data; h. Approach for delivering comparative reports for all converted data; i. Tasks, timelines, and responsible resources for all conversion and migration tasks; j. Data conversion test results template that will be used to demonstrate that data conversion has been successfully completed; and k. Entrance and exit criteria for each phase of the plan.
DELR-015	<p>State Pool System Change Plan</p> <p>In the event of a change or termination of the selected State Pool System, Contractor must provide a State Pool System Change Plan to the State at least one-hundred and eighty (180) Calendar Days prior to the effective date of the change or termination that addresses how the change or termination will be operationalized.</p> <p>At a minimum, the State Pool System Change Plan must address:</p> <ol style="list-style-type: none"> a. Transition timeline and tasks; b. Approach to stakeholder communications and education; c. Stakeholder impact assessment of the proposed transition; and d. Data transfer approach.
DELR-016	<p>Operational Readiness Review Plan</p> <p>Coordinate with HHSC to develop a comprehensive Operational Readiness Review Plan and timeline to verify that Contractor is ready to assume all business operations and technology functions. The plan should describe an approach to ensure successful transition from the current service provider to the Contractor with periodic reviews with HHSC.</p> <p>The completed Operational Readiness Review Plan must be submitted forty-five (45) Calendar Days after the Contract Effective Date; with operational</p>

	<p>readiness results reports due on a weekly basis once operational readiness review begins.</p> <p>At a minimum, the Operational Readiness Review Plan must include the following:</p> <ol style="list-style-type: none"> a. Identification of critical milestones for operational readiness as documented in the Project Work Schedule; b. Contractor and HHSC roles and responsibilities; c. Operational Readiness Checklist(s) that define the tasks or milestones that determines the go/no-go decision for all aspects of the Contractor Solution; d. A detailed work plan that describes the processes and procedures to meet and maintain compliance with accessibility standards outlined in Section 508 of the Rehabilitation Act for all components of the Contractor Solution; e. Contractor’s approach to providing weekly operational readiness status reports to HHSC to track progress toward readiness for each component of Contractor Solution; f. Contractor’s proposed template for the weekly operational readiness status report; g. All critical tasks that are required for cutover; h. Contractor’s approach for post cutover monitoring; i. The onsite and offsite user support provided by the Contractor and HHSC during the initial solution implementation; and j. Contractor’s process to provide and facilitate an HHSC on-site review of Contractor's operational site and data center upon HHSC request.
<p>DELR-017</p>	<p>Interface Control Document</p> <p>Develop, submit, and maintain an online searchable electronic Interface Control Document for each interface which will include data layout documentation, data mapping crosswalk, inbound/outbound capability, and frequency of all interfaces.</p> <p>The completed Interface Control Document must be submitted thirty (30) Calendar Days after the Contract Effective Date. Complete updates to the Interface Control Document no more than ten (10) Business Days after any change.</p> <p>The Interface Control Document must:</p> <ol style="list-style-type: none"> a. Be provided in an HHSC-approved format; b. Include documentation of the HHSC Program owner, the name and phone number of the Contractor’s POC responsible for the interface, the distribution frequency of interface, the interface layout including field definitions and descriptions, response file requirements, the purpose for the interface, and a change log; c. Identify the priority level of each interface; d. Be updated upon implementation of any change that affects any Interface Control Document item; e. Be accessible by HHSC-approved staff and Trading Partners and f. Be reviewed with HHSC Program owner stakeholders prior to publication of any updates.

DELR-018	<p>Privacy Plan</p> <p>Develop, submit, and maintain an HHSC-approved Privacy Plan which meets all applicable federal and state statutes, regulations, rules, and guidelines for handling of personal information.</p> <p>The Privacy Plan must be submitted for HHSC approval thirty (30) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p>
DELR-019	<p>Customer Support Plan</p> <p>Provide and maintain a Customer Support Plan.</p> <p>The completed Customer Support Plan must be submitted thirty (30) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>At a minimum, the plan must include the following:</p> <ol style="list-style-type: none"> a. Contractor’s tiered escalation process for customer support inquiries, including resolution timeframes; b. Contractor’s approach to assigning tracking numbers to customer support inquiries and recording customer support calls; c. Complaint handling and resolution processes, including timeframes; d. Contractor’s approach to maintaining a technical and operational knowledge base to ensure consistent and accurate customer service; e. Contractor’s approach to coordinating with and responding to inquiries from the Business Operations and Business Integration service provider call center and other MES service providers to coordinate resolution for EVV-related questions and issues; f. Contractor’s approach to receiving and resolving State Pool System issues outside of Weekday Call Center Hours and Weekend Call Center Hours; g. Contractor’s code of conduct policy to ensure Contractor and SPSO staff provide accurate information and interact with customers in a professional manner; h. A listing of customer support avenues available to EVV Users and HHSC staff; i. Contractor’s approach to performing stakeholder outreach and outbound communication; j. Contractor’s timeframes and processes for responding to and resolving inquiries received through the Contractor’s and SPSO’s customer service email addresses; k. Contractor’s approach to providing customer service in languages other than English and l. Contractor’s approach to providing customer service in an accessible manner in accordance with the HHS Accessibility Policy.
DELR-020	<p>Communications Plan</p> <p>Develop, submit, and maintain a HHSC-approved Communications Plan</p>

	<p>The HHSC-approved Communications Plan must be submitted forty-five (45) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>The Communications Plan must include:</p> <ol style="list-style-type: none"> a. Contractor’s process and timeline for providing comprehensive and accurate responses to all correspondence regarding Contractor’s Services and its State Pool System; b. Contractor’s process for developing, maintaining, and coordinating the publication of public-facing website content about the EVV program including State Pool System information, Proprietary System information, and other information as directed by HHSC; c. Contractor’s process for documenting, tracking, and retaining correspondence received by Contractor or SPSO; d. Process for developing and transmitting all HHSC-approved physical and electronic correspondence (e.g., letters and emails) and e. Processes for posting all notices, banners, alerts and emails for planned and unplanned system outages, implementations, and other notifications as directed by HHSC.
DELR-021	<p>Monthly Status Report</p> <p>Develop and deliver an HHSC-approved Monthly Status Report.</p> <p>The initial Monthly Status Report must be submitted ninety (90) Calendar Days after the Contract Effective Date and delivered monthly throughout the Contract Term.</p> <p>The Monthly Status Report must include, at a minimum:</p> <ol style="list-style-type: none"> a. Reporting on Contractor’s compliance with the requirements of the Contract; b. Reporting on the compliance of the State Pool System with Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies, and the requirements of the Contract. c. Reporting on the performance, compliance, and deficiencies of Proprietary Systems with respect to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies, and the requirements of the Contract. d. Reporting on Contractor’s monthly quality management results, including quantitative results and qualitative analysis, in alignment with the Contractor’s HHSC-approved Quality Management Plan. e. Monthly results and quantitative analysis of the post-call customer satisfaction survey; f. Metrics regarding the number of accepted and rejected EVV visits from each EVV System; g. Customer service and call center metrics; h. Reporting on the number of alternative devices issued and in use and i. Other metrics and reporting as requested by HHSC.

DELR-022	<p>State Pool System Onboarding Plan.</p> <p>Develop, maintain, and administer an HHSC-approved State Pool System Onboarding Plan.</p> <p>The completed State Pool System Onboarding Plan must be submitted two (2) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>The State Pool System Onboarding Plan details the processes, activities, and validation methods that Contractor will complete to validate that the State Pool System is compliant with Exhibit R, HHSC EVV Business Rules, Exhibit Q, HHSC EVV Policies and the requirements of this Contract, and is ready for use by EVV Users. Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies.</p> <p>At a minimum, the State Pool System Onboarding Plan must include:</p> <ol style="list-style-type: none"> a. Contractor’s approach to implementing Exhibit R, HHSC EVV Business Rules in the State Pool System, including updated home health care services business rules and requirements provided by HHSC; b. Contractor’s approach to communicating requirements to the SPSO and involving HHSC to explain business needs; c. Contractor’s approach to performing readiness reviews of its State Pool System prior to initial go-live; d. Contractor’s validation procedures for each requirement to ensure that its State Pool System has accurately implemented the requirement before go-live; e. Contractor’s process to maintain a detailed requirements traceability matrix that tracks the technical and operational requirements implemented by its State Pool System to meet the requirements of Exhibit R, HHSC EVV Business Rules, Exhibit Q, HHSC EVV Policies and other HHSC requirements throughout the Contract Term; f. Contractor’s approach to demonstrating compliance with the HHS Accessibility Policy and accessibility standards outlined in Section 508 of the Rehabilitation Act; g. Contractor’s go/no-go criteria for approving its State Pool System for go-live; h. Contractor’s approach to communicating State Pool System readiness status and progress to HHSC; i. Contractor’s test approach, including the approach to full end-to-end testing of its State Pool System in coordination with HHSC and Trading Partners and j. Contractor’s approach to documenting use cases, test cases, test data, scenarios used, and providing results to HHSC.
DELR-023	<p>Proprietary System Onboarding Plan.</p> <p>Develop, maintain, and administer an HHSC-approved Proprietary System Onboarding Plan.</p>

	<p>The completed Proprietary System Onboarding Plan must be submitted sixty (60) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>The Proprietary System Onboarding Plan details the processes, activities, and validation methods that Contractor will complete to validate that a Proprietary System is compliant with Exhibit S, HHSC EVV Business Rules for Proprietary Systems, Exhibit Q, HHSC EVV Policies and the requirements of this Contract, and is ready for use by EVV Users. Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies.</p> <p>At a minimum, the Proprietary System Onboarding Plan must include:</p> <ol style="list-style-type: none"> a. A listing of roles and responsibilities, including Contractor's responsibilities for overall project management, technical orientation, Trading Partner testing, operational readiness review and ongoing operational support; b. Contractor's processes for managing readiness reviews of new Proprietary Systems; c. Contractor's processes for managing expedited Proprietary System readiness reviews; d. The process for prospective PSOs to request approval of their Proprietary System and how Contractor will manage requests; e. The process for providing technical, business, and policy requirements to prospective PSOs; f. The process for measuring and reporting Proprietary Systems compliance with Exhibit Q, HHSC EVV Policies, Exhibit S, HHSC EVV Business Rules for Proprietary Systems, and other business and technical requirements; g. The process for facilitating and scoring Trading Partner testing with relevant systems (e.g., the EVV Aggregator); h. The process for facilitating and scoring operational readiness review of the Proprietary System; i. The process for provisioning access to test and production environments for relevant systems (e.g., the EVV Aggregator); j. The process for providing ongoing technical and operational support to PSOs; k. The process for notifying HHSC of changes in PSO status, such as a PSO that no longer wishes to participate and l. The process for reviewing and validating Proprietary Systems changes after HHSC publishes updates to Exhibit S, HHSC EVV Business Rules for Proprietary Systems.
<p>DELR-024</p>	<p>Production Control Plan.</p> <p>Develop, maintain, and administer a HHSC-approved Production Control Plan.</p> <p>The completed Production Control Plan must be submitted forty-five (45) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>The Production Control Plan details the processes, timelines, and communication processes for managing the EVV Systems in production.</p>

	<p>At a minimum, the Production Control Plan must address:</p> <ol style="list-style-type: none"> a. Defect management, including: <ol style="list-style-type: none"> 1. Approach to reporting, documenting, tracking, and resolving defects; 2. Timelines for resolution based on severity level; 3. The identification and definition of said severity levels; and 4. Approach to defect severity categorization using an industry standard methodology (See Exhibit O, Information Technology Infrastructure Library (ITIL) Severity Levels). b. Contractor’s processes for system maintenance management; c. Contractor’s processes for system Incident management, including timelines for resolution based on severity level; d. Contractor’s process and timeline for submitting and maintaining the annual State Pool System maintenance schedule to HHSC for approval; e. Contractor’s approach to scheduling releases and unplanned outages; f. Contractor’s approach to enhancement integration; g. Contractor’s defined acceptance criteria for releasing State Pool System changes into production. Acceptance criteria must include but are not limited to: <ol style="list-style-type: none"> 1. no high or critical defects; and 2. production releases will not be promoted if more than five percent (5%) of requirements have an open defect. h. Contractor’s approach to coordinating with HHSC and HHSC-approved trading partners for production control matters and i. Communication processes to keep HHSC informed of production control matters and receive necessary HHSC approvals.
DELR-025	<p>Provider Onboarding Plan.</p> <p>Develop, submit, maintain, and administer a HHSC-approved Provider Onboarding Plan.</p> <p>The completed Provider Onboarding Plan must be submitted thirty (30) Calendar Days after the Contract Effective Date and maintained during the Contract Term.</p> <p>At a minimum the Provider Onboarding Plan must include:</p> <ol style="list-style-type: none"> a. Processes and procedures for processing and validating system onboarding and system transfer requests; b. Processes, procedures, and proposed timelines that will be administered and overseen by Contractor that allow a Program Provider or FMSA to select and onboard with an EVV System; c. Processes, procedures, and proposed timelines for updating and maintaining the EVV System Selection Table; and d. Processes, procedures, proposed timelines, and data transfer approach that will be administered and overseen by Contractor to transfer a Program Provider or FMSA from one EVV System to another for each transition type (i.e., State Pool System to Proprietary System, Proprietary System to Proprietary System,

	and Proprietary System to State Pool System) in accordance with Exhibit Q, HHSC EVV Policies.
DELR-026	<p>Home Health Care Services Expansion Plan</p> <p>Develop, maintain, and implement an HHSC-approved Home Health Care Services Expansion Plan.</p> <p>The Home Health Care Services Expansion Plan must be submitted thirty (30) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>At a minimum the Home Health Care Services Expansion Plan must include:</p> <ol style="list-style-type: none"> a. Approach to collaborating with HHSC and other MES service providers to identify and onboard new Program Providers, FMSAs, and CDS Employers, including tracking of onboarding status; b. Approach for performing stakeholder outreach and outbound communication; c. Training approach for new EVV Users and HHSC-approved Trading Partners; d. Approach to conduct marketing demonstrations to ensure Program Providers and FMSAs are aware of their system options and can make an informed decision; e. Approach to coordinating with HHSC and other stakeholders to track implementation status and f. Approach to providing customer support throughout the implementation, with focus on support during and after the go-live period.
DELR-027	<p>Key Performance Measure Plan.</p> <p>Develop, maintain, and adhere to an HHSC-approved Key Performance Measure Plan.</p> <p>The completed Key Performance Measure Plan must be submitted ninety (90) Calendar Days after the Contract Effective Date and maintained throughout the Contract Term.</p> <p>The Key Performance Measure Plan provides written processes and methodologies used to calculate Key Performance Measure outcomes.</p> <p>At a minimum, the Key Performance Measure Plan must include the following details for each Key Performance Measure:</p> <ol style="list-style-type: none"> a. Contractor's approach for reporting Key Performance Measure performance on a monthly basis including required data elements and report templates; b. Mutually agreed upon calculation methodologies; c. Definition of key terms; d. Supporting information allowing HHSC to reproduce the calculations made by Contractor to validate the results reported; e. Instructions on how to access supporting Key Performance Measure and liquidated damage information online and in real-time; f. Quality assurance reviews and verification procedures; g. Automated measurement process and

	<p>h. Documented, verifiable, and auditable manually entered data collection steps. All changes must be documented and provided to HHSC for approval within HHSC-approved timeframes.</p>
DELR-028	<p>Project Kick-off Presentation</p> <p>Develop and submit an HHSC-approved Project Kick-off Presentation to familiarize Project team members with the Project and ensure there is a baseline level of understanding between all parties.</p> <p>The completed Project Kick-off Presentation must be submitted no later than three (3) Calendar Days after the Contract Effective Date.”</p> <p>The Project Kick-off Presentation includes the following topics:</p> <ol style="list-style-type: none"> a. Project overview; b. Project schedule (high level); c. Objectives and definitions; d. Processes and methodologies; e. Deliverables; f. Roles and responsibilities; g. Impact to business, including organizational considerations; h. State resources needed to achieve Project objectives; i. Keys to success; j. Next steps; k. Questions and answers (Q&A), and l. Contractor resources.
DELR-029	<p>Turnover Plan</p> <p>Provide a Turnover Plan to HHSC no more than sixty (60) Calendar Days after the Operations Start Date and annually on October 1st (including option years that have been exercised).</p> <p>The Turnover Plan must include the following:</p> <ol style="list-style-type: none"> a. Proposed approach to Turnover; b. Tasks and subtasks for Turnover; c. Schedule for Turnover; d. Resource plan that ensures adequate staffing is maintained to support turnover activities and operations throughout the Turnover Phase; e. Updated operational tasks and procedures during Turnover; f. Description of Contractor coordination activities that will occur during the Turnover Phase and implementation of the activities to ensure continued system operations and Services as deemed necessary by HHSC; g. List of incomplete tasks, such as defects, modifications or enhancements, mass adjustments, and reference updates; h. A detailed description of the Services that would be required by another service provider to fully take over all Work identified in the Contract. The description shall also include an estimate of the number and type of staff resources required to perform the supporting Services and

	i. Contractor’s proposed format for organizing the artifacts.
DELR-032	Coordinate Contract Deliverable and milestone walkthroughs with stakeholders and Trading Partners and participate in other MES service provider walkthroughs as required by HHSC.
DELR-033	Submit all Deliverables to HHSC for approval within the specified timeframe, format and content as directed by HHSC.
DELR-034	Correct any Deliverable(s) deemed unsatisfactory by HHSC within five (5) Business Days.
DELR-035	Submit for HHSC approval all electronic documentation on every system modification regarding the State Pool System as described in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .

2.1.4.5 Business Continuity and Disaster Recovery Requirements (BCDR)

The requirements below will help the state determine if the Contractor is prepared to take all the steps necessary to fully recover the state’s data from the effects of a Disaster and to achieve complete recovery from such disaster within HHSC-specified timeframes. Complete recovery from a Disaster is defined as being back in full operational production mode with respect to all aspects of the system. Disasters may include natural disasters, human error, crime, intentional torts, hackers, terrorism, computer virus, malfunctioning hardware, electrical supply and/or other similar events.

Business Continuity and Disaster Recovery Requirements listed in **Table 9-Business Continuity and Disaster Recovery Requirements** below, describe the functionality, features and capabilities that shall be part of the Contractor Solution during the Contract Term.

Table 9 – Business Continuity and Disaster Recovery Requirements

Business Continuity and Disaster Recovery Requirements	
Req ID	Detailed Requirements
BCDR-001	Conduct an annual disaster recovery exercise to test all components of the HHSC-approved Disaster Recovery Plan in accordance with processes and within timeframes as directed by the Contractor’s HHSC-approved Disaster Recovery Plan . Refer to Table 8 – Deliverables Requirements .
BCDR-002	Coordinate disaster recovery activities with HHSC-approved Trading Partners to restore system availability in accordance with the Contractor’s HHSC-approved Disaster Recovery Plan . Refer to Table 8 – Deliverables Requirements .
BCDR-003	Coordinate with and demonstrate to HHSC the Business Continuity and Contingency Plan on the HHSC-approved schedule in conjunction with the annual disaster recovery exercise and report any identified deficiencies with appropriate corrective actions. Refer to Table 8 – Deliverables Requirements .
BCDR-004	Provide an alternate business site or telework protocols if Contractor's primary business site becomes unsafe or inoperable. The alternate business site or telework

	protocols must be fully operational no later than one (1) Business Day of the primary business site becoming unsafe or inoperable.
BCDR-005	Notify HHSC of a disruption of service(s) no later than fifteen (15) minutes of discovery.

2.1.4.5.1 Business Continuity and Disaster Recovery Key Performance Measures (BCDK)

The requirements listed in **Table 10-Business Continuity and Disaster Recovery Key Performance Measures** below describe the level of performance required by the Contractor for Disaster Recovery and Business Continuity.

Table 10 - Business Continuity and Disaster Recovery Key Performance Measures

Business Continuity and Disaster Recovery Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
BCDK-001	<p>Provide backup processing and/or data replication capabilities at a remote site, located at least one hundred (100) miles from the primary site for State Pool System processing functions, such that normal EVV data processing can continue in the event that the primary site for State Pool System processing functions becomes inoperable. Normal EVV data processing must resume no later than one (1) Calendar Day of the primary site becoming inoperable.</p> <p>Normal EVV data processing is defined as the ability for EVV Users to clock in and clock out, run reports, perform visit maintenance, and submit EVV visit transactions to the EVV Aggregator.</p>	<p>a. If normal EVV data processing does not resume following one (1) Calendar Day after the primary site becomes inoperable, HHSC will assess \$10,000 per day for the first two (2) Calendar Days;</p> <p>b. If normal EVV data processing does not resume between three (3) and five (5) Calendar Days, HHSC will assess \$25,000 per Calendar Day; and</p> <p>c. If normal EVV data processing does not resume for more than five (5) Calendar Days, HHSC will assess \$50,000 per Calendar Day until normal EVV data processing resumes.</p>

<p>BCDK-002</p>	<p>Restore Services to full functionality in the event the State Pool System becomes unavailable, in accordance with HHSC-approved standards and timeframes specified below or an alternate timeframe with HHSC approval:</p> <ul style="list-style-type: none"> a. Tier 1: Emergency – critical application(s) no longer function. Correct within one (1) hour of discovery; b. Tier 2: System Disabled – business function or components of the business function do not work as required and no workaround is available. Correct within twenty-four (24) hours of discovery. Only applies to functionality that does not impact critical application(s); c. Tier 3: System Disabled – business function or components of the business function do not work as required, but a workaround that is acceptable to HHSC is available until the problem is resolved. Correct within three (3) Business Days of discovery; d. Tier 4: Minor system deficiency – minimal or no direct impact on the business function. Correct within five (5) Business Days of discovery; and e. Tier 5: Minimal cosmetic problem. Correct within ten (10) Business Days of discovery <p>Discovery shall mean the point in time when either HHSC or Contractor identifies and confirms that the State Pool System is unavailable or not providing full functionality.</p>	<ul style="list-style-type: none"> a. HHSC will assess \$500 per hour for failure to restore Services related to a Tier 1 Incident within one (1) hour or an alternate HHSC-approved timeframe. b. HHSC will assess \$500 per hour for failure to restore Services related to a Tier 2 Incident within twenty-four (24) hours or an alternate HHSC-approved timeframe. c. HHSC will assess \$1,000 per day for failure to restore Services related to a Tier 3 Incident within three (3) Business Days or an alternate HHSC-approved timeframe.
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2.1.4.6 *Communication Requirements (COMR)*

Communications tasks and activities are designed to promote clear, comprehensive and effective communication between Trading Partners, Members, Program Providers, and HHSC.

The requirements for Communications listed in **Table 11 – Communication Requirements** describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 11 – Communication Requirements

Communication Requirements	
Req ID	Detailed Requirements
COMR-001	Provide customer support for Contractor’s Solution (including State Pool System call centers) in English and Spanish.
COMR-002	Provide interpreter services for customer support for Contractor’s Solution (including State Pool System call centers) including, but not limited to, a language line and Relay Texas (relay services for persons with speech or hearing loss) to support languages other than English and Spanish. Services must be provided at no cost to callers.
COMR-003	Assign a uniform tracking number in the CRM application to each inquiry, call, complaint, and customer support interaction received or handled by Contractor and SPSO.
COMR-004	Track the status and history of each inquiry, call, complaint, and customer support interaction received or handled by Contractor and SPSO within the CRM application.
COMR-005	Provide the uniform tracking number assigned to each inquiry, call, complaint, and customer support interaction received or handled by Contractor and SPSO to the customer when the customer service interaction is initiated.
COMR-006	Create materials for a culturally diverse population in a language or format (e.g., Braille, large-fonts, recordings) preferred by the intended recipient (e.g., Member and Program Provider) as defined by HHSC.
COMR-007	Comply with all sections of the Americans with Disabilities Act (ADA), Web Content Accessibility Guidelines (WCAG) 2.0 Level AA (or most current version), Section 508 of the Rehabilitation Act, and ensure user interface standards account for the various forms of colorblindness.
COMR-008	Develop and transmit HHSC-approved hardcopy and electronic correspondence (e.g., letters and emails) in accordance with Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
COMR-009	Generate applicable notices to Program Providers, FMSAs, CDS employers and other entities as directed by HHSC.

Communication Requirements	
Req ID	Detailed Requirements
COMR-010	Document, track and retain correspondence received by Contractor or the SPSO in accordance with Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
COMR-011	Compose public facing materials in plain language, following person-first principles, and adhere to HHSC-approved writing style as outlined in the current Texas Health and Human Services Brand Guide.
COMR-012	Comply with relevant State and federal accessibility requirements, including the HHS Accessibility Policy.
COMR-013	Communicate HHSC-approved changes to the maintenance schedule to Program Providers, HHSC-approved business partners and HHSC via the web, e-mail, and banner messages no less than forty-five (45) Calendar Days in advance of implementing the change or as otherwise approved by HHSC.
COMR-014	Notify EVV Users and HHSC-approved Trading Partners of planned and unplanned State Pool System events (e.g., system implementations and system outages) in accordance with Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
COMR-015	Accommodate Program Provider, FMSA and CDS employer preferences for communications by e-mail, written correspondence, and phone.
COMR-016	Provide comprehensive and accurate responses to all correspondence regarding Contractor's Services and the State Pool System, within timeframes in the Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
COMR-017	Utilize HHSC-approved terminology as defined in Exhibit T, EVV Standard Language Guide for all public-facing Contractor and the State Pool System technology, communications, educational services and materials, websites, and publications unless otherwise directed by HHSC. Refer to Exhibit T, EVV Standard Language Guide .
COMR-018	Forward all correspondence and inquiries pertaining to issues outside the purview of the Contractor to the appropriate entity and HHSC, no more than two (2) Business Days after receipt of correspondence or inquiry, or as directed by HHSC.
COMR-019	Respond to all complaints and inquiries submitted by HHSC by the due date requested.
COMR-020	Request and receive written approval by HHSC prior to releasing any public announcement concerning the Contract, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Contractor.
COMR-021	Notify the appropriate user community, as defined by HHSC, of unplanned State Pool System events (e.g., system outages) via HHSC-approved communication methods for all the systems for which the Contractor is responsible.
COMR-022	Develop, maintain, and coordinate the publication of public-facing website content about the EVV program including the State Pool System information, Proprietary System information, and other information as directed by HHSC.

Communication Requirements	
Req ID	Detailed Requirements
COMR-023	Comply with federal (45 CFR 164.316), State, and program Records Management Policy and HHSC Retention Schedule(s) for all data and documentation, except where a different retention period is specified.
COMR-024	Develop, administer, and maintain HHSC-approved processes for documentation management, including defined timeframes and processes for HHSC review and approval of Contractor-maintained documentation.
COMR-025	Maintain version control and version history for all Contractor-maintained documents.
COMR-026	Establish and maintain an HHSC-approved electronic document repository, accessible to HHSC, to store all Contractor-maintained documents (e.g., publicly shared, or published documents, correspondence, CMS certification artifacts and reports) with built in filtering and search functionalities.
COMR-027	Perform stakeholder outreach and outbound communication in accordance with the Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements ,
COMR-028	Provide a customer service email address for HHSC-approved Trading Partners and stakeholders to send comments, complaints, and inquiries about Contractor's Services, including management and oversight of the State Pool System and Proprietary Systems, in accordance with the Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
COMR-029	Conduct and deliver to HHSC an annual EVV User satisfaction survey with HHSC-approved content and format within forty-five (45) Calendar Days following the end of the State Fiscal Year (SFY).
COMR-030	Resolve complaints about Contractor Solution in accordance with procedures outlined in Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
COMR-031	Respond to, but not necessarily resolve, one hundred percent (100%) of complaints and inquiries related to Contractor Solution no later than two (2) Business Days from receipt of the complaint or inquiry, or as directed by HHSC.
COMR-032	Establish and maintain a process to track and resolve EVV User complaints as part of Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
COMR-033	Record all inbound and outbound customer support calls conducted by Contractor and SPSO and store in an HHSC-approved retrievable format.
COMR-034	Link customer support call recordings to each customer support call by the uniform tracking number in the CRM.
COMR-035	Provide access to call recordings to HHSC-approved entities as directed by HHSC.
COMR-036	Return all customer support voice messages received by the SPSO within one (1) Business Day.
COMR-037	Provide all call recordings, in an HHSC-approved format, within five (5) Business Days of HHSC's request.

Communication Requirements	
Req ID	Detailed Requirements
COMR-038	Provide customer support for the Contractor Solution (including State Pool System call centers) in additional languages within thirty (30) Calendar Days as directed by HHSC.
COMR-039	Develop and maintain all correspondence templates necessary to support HHSC requirements related to the Contract.

2.1.4.6.1 Communication Key Performance Measures (COMK)

The requirements listed in **Table 12 - Communication Key Performance Measures** below describe the level of performance required by the Contractor for Communication.

Table 12 – Communication Key Performance Measures

Communication Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
COMK-001	<p>Resolve ninety-eight percent (98%) of email inquiries received through the Contractor's customer service email address within two (2) Business Days.</p> <p>Performance will be measured on a monthly basis.</p> <p>Resolved means the customer service ticket has been closed as a result of Contractor providing an accurate response to the inquiry in accordance with processes and procedures outlined in Contractor's HHSC-approved Customer Support Plan. Refer to Table 8 – Deliverables Requirements.</p>	HHSC will assess \$1,000 for each percentage point, or portion thereof, below the ninety-eight percent (98%) standard.
COMK-002	<p>Resolve ninety percent (90%) of complaints related to Contractor Solution or the SPSO no later than five (5) Business Days from receipt of complaint. Resolve the remaining ten percent (10%) no later than ten (10) Business Days from receipt of complaint.</p> <p>Performance will be measured on a monthly basis.</p> <p>Resolved means Contractor has provided a final response to the complainant</p>	<p>a. HHSC will assess \$500 for each percentage point, or portion thereof, below the ninety percent (90%) standard.</p> <p>b. HHSC will assess \$1,000 for each percentage point, or portion thereof, below the one hundred percent (100%) standard.</p>

Communication Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
	addressing their complaint, and the customer service ticket has been closed as a result of Contractor providing an accurate response to the inquiry in accordance with processes and procedures outlined in Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .	

2.1.4.7 Support Services Requirements (SUPR)

The Contractor shall provide the support and documentation identified in **Table 13-Support Services Requirements**. The Support Services tasks and activities shall be conducted by qualified, knowledgeable personnel, in an environment of confidentiality, timeliness and accuracy.

Table 13 – Support Services Requirements

Support Services Requirements	
Req ID	Detailed Requirements
SUPR-001	Cooperate with and assist HHSC in responding to all open records, law enforcement, federal and State audit, and review requests. Provide audit support (e.g., random sample generation, data extracts, hard-copy documents), and provide any requested data or information within HHSC-approved timeframes.
SUPR-002	Comply with all State and federal entities performing inspections, audits, and reviews and provide assistance as requested, including access to or copies of necessary records and information.
SUPR-003	Refer all known instances of possible or suspected fraud, waste, and abuse directly to HHSC. Notify HHSC in writing no later than five (5) Business Days following initial detection of suspected fraud, waste, or abuse and provide supporting documentation.
SUPR-004	Develop and maintain procedures for making referrals for suspected fraud, waste, and abuse directly to HHSC. The procedures must be submitted to HHSC for approval prior to implementation. The procedures must include: <ul style="list-style-type: none"> a. Educating Contractor staff at all levels, on ways to recognize possible fraud, waste, and abuse; b. Providing the ability for Contractor staff, at all levels, to freely and directly refer all instances of possible or suspected fraud, waste, and abuse to HHSC without interference, or required approval from the Contractor's management; and c. Educating Contractor staff on how to make a direct referral to HHSC.

Support Services Requirements	
Req ID	Detailed Requirements
SUPR-005	Post notice of the HHSC toll-free fraud hotline and other HHSC mediums available to employees for reporting fraud, waste, or abuse in HHSC Programs in the Contractor's common work and break areas (e.g., conference rooms, reception area, restrooms, elevators, break rooms, hallways, etc.).
SUPR-006	Cooperate with and assist the Texas Office of the Attorney General's (OAG) Civil Medicaid Fraud Division or any State or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting individuals or entities allegedly involved in fraud, waste, and abuse in relation to the scope of the Contract.
SUPR-007	Provide documents or records relating to the Contract, for an investigation into or litigation of allegations of fraud, waste, and abuse, upon receipt of a Civil Investigative Demand or a litigation hold from OAG Civil Medicaid Fraud Division, or any other request from a State or federal agency.
SUPR-008	Provide knowledgeable staff to ensure the requested information provided by Contractor is accurate and relevant, and provided within the timeframes established by the requesting entity.
SUPR-009	Maintain any documents, records, or data that the Contractor creates in the course of business for Work performed under the Contract and within the HHS Retention Schedule incorporated into the Contract, until the conclusion of the investigation or litigation to which the requested documents, records, or data relate.
SUPR-010	Provide a designated person to respond to specific requests outlined in each request by the State or federal agency submitted to the Contractor regarding the investigation and prosecution of fraud, waste, or abuse in the Contractor Solution that relate to the SOW of the Contract.
SUPR-011	Update the State or federal agency with new contact information upon receipt of a litigation hold or notice of investigation for any designated points of contacts or back-up personnel, as necessary, within ten (10) Calendar Days of the change.
SUPR-012	Ensure the Contractor staff and the SPSO maintain the confidentiality, including internal confidentiality, of all matters under investigation or litigation by the State or federal agency.
SUPR-013	Supply all reports, files, copies, and other documentation requested by the State or federal agencies as the reports, files, copies, and other documentation relate to a litigation hold or investigation into fraud, waste, and abuse related to the SOW of the Contract.
SUPR-014	Provide results of ad hoc data requests to HHSC within ten (10) Business Days of request by HHSC unless otherwise approved by HHSC.

2.1.4.8 *Litigation Support Requirements (LITR)*

The Contractor provides litigation support, HHSC enforcement proceedings, State administrative hearings and other legal proceedings administrative hearing activity support and documentation as required in the following requirements. The Litigation Support tasks and activities are conducted by qualified, knowledgeable personnel, in an environment of confidentiality, timeliness and accuracy.

Litigation Requirements listed in

Table 14 – Litigation Support Requirements below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 14 – Litigation Support Requirements

Litigation Support Requirements	
Req ID	Detailed Requirements
LITR-001	Participate in and support HHSC enforcement proceedings, State administrative hearings, and other legal proceedings including providing testimony on relevant aspects of the State Pool System, Proprietary Systems, or EVV data when compliance issues regarding EVV result in contested actions or cases as directed by HHSC.
LITR-002	Provide all document retrieval, copying, preparation, and travel costs for Contractor and SPSO staff called as witnesses to HHSC enforcement proceedings, State administrative hearings, and other legal proceedings, at no additional cost to HHSC. The number of hearings and proceedings varies from year to year.
LITR-003	Retain all supporting documentation related to an active dispute until the dispute is resolved and HHSC has approved either storage or destruction of the supporting documentation.
LITR-004	Store, archive, and make accessible all records, including e-mail, involved in any litigation until HHSC requests the destruction, return of the records, or lifting of the litigation hold.
LITR-005	Supply all reports, files, copies, and other documentation requested by HHSC or the OAG, Department of Justice (DOJ) or other federal entities to support their prosecution or defense of lawsuits.
LITR-006	In support of pending litigation, and as requested by HHSC or the OAG, analyze the data and provide the initial and final results to HHSC or its designee.
LITR-007	Assist HHSC or the OAG in due diligence required for paper and/or electronic discovery obligations that arise in litigation. Assist HHSC or the OAG in litigation document retention holds, as instructed by HHSC and/or OAG.
LITR-008	Strictly comply with all litigation holds issued by HHSC or OAG.

2.1.4.9 Security Requirements (SECR)

The Contractor is responsible for controlling access to State data which includes sensitive data. The Contractor Solution must therefore include a certain amount of protection for such data and must in turn control access to those parts of the system that administer this protection.

Security Requirements listed in **Table 15 – Security Requirements** below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 15 – Security Requirements

Security Requirements	
Req ID	Detailed Requirements
SECR-001	<p>The Contractor must coordinate security management across all Contractor business and technical functions of the Contractor Solution including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Participate and collaborate with HHSC in evaluation and risk assessment for impact to security vulnerabilities of HHSC-approved Contractor Solution software and third-party software and to: <ul style="list-style-type: none"> 1. provide updates and security patches in accordance with the Contractor’s HHSC-approved System Security Plan; and 2. remediate moderate to critical issues of the security evaluation and assessment, as approved by HHSC. b. Perform security audits, provide incident investigation support, including reports, and initiate corrective actions to minimize and prevent data and security breaches in accordance with the Contractor’s HHSC-approved System Security Plan. Refer to Table 8 – Deliverables Requirements.
SECR-002	Coordinate with HHSC to complete a Privacy Threshold Analysis and Privacy Impact Assessment for each module or module component. The contractor must also coordinate with HHSC to update the Privacy Threshold Analysis and Privacy Impact Assessment as required.
SECR-003	Track disclosures of ePHI; provide authorized users access to and reports on the disclosures.
SECR-004	Provide logical segregation of the Contractor Solution, components, and network connections with other entities and prevent any unauthorized disclosure of the states' data.
SECR-005	Provide training to Contractor and Subcontractor personnel providing Services under the Contract on Exhibit H, Data Use Agreement (DUA) and Exhibit H-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI) and the privacy and security policies included in the Contract.
SECR-006	Comply with the OASIS Web Services Security - Simple Object Access Protocol (SOAP) Message Security Version 1.1 Specifications as required by CMS to build secure web services to implement message content integrity and confidentiality.
SECR-007	Provide scalable Services to integrate other solutions for security and regulatory purposes in the future.
SECR-008	Comply with the Harmonized Security and Privacy Framework - Exchange Reference Architecture Supplement Version 1.0 and as required by CMS.
SECR-009	Provide to HHSC, upon request, a listing of all users having access to the Contractor Solution components and/or data with details regarding the access granted to each user.
SECR-010	Provide monitoring Services to prevent and detect intrusion, hacking, unusual activity, or compromise of the Contractor Solution. The Contractor must immediately report any Incidents of such, regardless of the outcome to HHSC,

Security Requirements	
Req ID	Detailed Requirements
	activate an HHSC-approved communication strategy, perform mitigation activities, and provide continuous status updates to HHSC until the issues are resolved to HHSC's satisfaction.
SECR-011	Complete risk assessments and security audit reports on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists.
SECR-012	Adhere to recognized best practices during the execution of the SOW including the latest version of the NIST Special Publication (SP) 800 series related to cyber security.
SECR-013	Deliver a Security Assessment Report in accordance with the Security Assessment Report and Attestation Guideline . Refer to security control baseline and relevant overlays identified in Table 1 - Transition Requirements, Exhibit N, HHS Information Security and Privacy Requirements for frequency.

2.1.4.9.1 Security Key Performance Measures (SECK)

The requirements listed in **Table 16 – Security Key Performance Measures** below describe the level of performance required for Security that must be performed by the Contractor during the Contract Term.

Table 16 – Security Key Performance Measures

Security Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
SECK-001	Provide coverage to respond to security Incidents within timeframes identified in Exhibit H, Data Use Agreement (DUA) .	\$500 per Calendar Day when response failures are identified by Contractor or HHSC.

2.1.4.10 Testing Requirements (TSTR)

The Testing Requirements below describe the procedures to be used to perform and complete all testing of the Contractor Solution to attain all required system functionality and HHSC approval prior to initial deployment and any subsequent change. Testing must include at a minimum, testing for compatibility, operational and system functionality with HHSC and HHSC-approved Business Partners. HHSC reserves the right to conduct independent testing of the solution at any time.

The Testing Requirements listed in **Table 17 – Testing Requirements** below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 17 – Testing Requirements

Testing Requirements	
Req ID	Detailed Requirements
TSTR-001	Test all current and future HIPAA transaction processing according to federal transaction guidelines as defined by HHSC (e.g., compliance testing; application, operations, and interface testing; business to business testing).
TSTR-002	Coordinate and conduct Trading Partner testing and operational readiness activities with HHSC-approved Trading Partners as directed by HHSC.
TSTR-003	Provide testing environments, including but not limited to, system integration testing, user acceptance testing and load and stress testing (LaST) testing in accordance with the Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverables Requirements
TSTR-004	Provide a testing environment available to HHSC-authorized users and approved Trading Partners for UAT training and other purposes as defined by HHSC.
TSTR-005	Provide HHSC with online access to test database tables and files which allows HHSC to independently prepare test data, run tests, and review test results.
TSTR-006	Cooperate with HHSC or HHSC-authorized service providers, and provide environments, data, and technical support for independent testing. HHSC reserves the right to conduct independent testing of the State Pool System at any time.
TSTR-007	Plan and execute testing for all inbound and outbound interfaces, ensure accurate and secure data transmission between the Contractor Solution components, and coordinate with external entities as appropriate.
TSTR-008	Participate in Trading Partner testing and operational readiness activities when implementing the State Pool System.
TSTR-009	Identify and request a representative sample of Program Provider, FMSA, CDS employer, Member and EVV transaction records for use in testing based on individual program business requirements and coordinate the testing with other MES service providers. The samples must allow users to perform "what if testing" and compare the before and after outcomes.
TSTR-010	Assist in preparing test data, conducting tests, and reviewing test results, as required by HHSC.
TSTR-011	Conduct UAT for all system modifications (e.g., configuration, development, defects, maintenance, enhancement and mass adjustment activities and requests).
TSTR-012	Work with HHSC's designated testing resources to review test results and provide the necessary operational and functional information to create verification procedures and user acceptance test cases.
TSTR-013	Perform testing of the State Pool System, document the results, and provide the results to HHSC upon request in accordance with Contractor's HHSC-approved Test Plan , for each of the following test levels: <ul style="list-style-type: none"> a. Performance test results; b. System test results; c. Parallel test results;

Testing Requirements	
Req ID	Detailed Requirements
	d. Regression test results; and e. Integration test (including Trading Partner Testing) results. Test results must be traced to the use case/user story, and design documentation being tested, and integration and regression testing must meet or exceed national industry standards, such as NIST or Software Engineering Institute for all changes before changes are promoted to the production environment, in accordance with Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverables Requirements .
TSTR-014	Make system test results available for HHSC review and submit, as necessary, to other HHSC-approved Trading Partners for evaluation.
TSTR-015	Coordinate with HHSC and other HHSC-approved Trading Partners to conduct integration testing.
TSTR-016	Identify and resolve interdependencies that restrict or impede required testing of the Contractor Solution, other MES service providers, or MES service provider components from performing required testing.
TSTR-017	Test all operational and system functionality (e.g., patches, upgrades, and releases) in a timely manner and in coordination with other MES service providers, prior to implementing changes into the production environment.
TSTR-018	Release code changes into production when the acceptance criteria are met as documented in the Production Control Plan . Refer to Table 8 – Deliverables Requirements .

2.1.4.11 *Training Requirements (TNGR)*

Training Requirements in this section include training documentation and "Train-the-Trainer" training for other MES service providers. The Contractor will provide initial and ongoing training, documentation, and educational Services to MES service providers and EVV Users regarding the Contractor Solution.

Training Requirements listed in **Table 18 – Training Requirements** below, describe the functionality, features, and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 18 – Training Requirements

Training Requirements	
Req ID	Detailed Requirements
TNGR-001	Provide training, documentation, and educational Services to EVV Users regarding the Contractor Solution and the State Pool System that complies with the HHSC Accessibility Policy and Section 508 of the Rehabilitation Act.

Training Requirements	
Req ID	Detailed Requirements
TNGR-002	Train and educate all employees, Subcontractors and workforce, and provide annual refresher or retraining on confidentiality, privacy, security and the importance of promptly reporting any event or breach as defined in Exhibit H, Data Use Agreement (DUA) , and of the consequences of failing to do so, including without limitation: employment disciplinary action, employer sanctions or enforcement actions for legal noncompliance, potential loss of State federal financial participation (FFP), and risks to third-party agreements.
TNGR-003	Provide face-to-face training, marketing, system demonstrations, and other educational events in accordance with Contractor's HHSC-approved Home Health Care Services Expansion Plan or as otherwise directed by HHSC. Refer to Table 8 – Deliverables Requirements .
TNGR-004	Coordinate with other MES service providers to develop training content that involves Contractor Solution and services/technology provided by other MES service providers in accordance with Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
TNGR-005	Obtain and incorporate feedback from trainees to improve training effectiveness in accordance with Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
TNGR-006	Conduct initial and annual assessments of training needs for EVV Users and other MES service providers regarding Contractor Solution and the State Pool System in accordance with Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
TNGR-007	Maintain accurate, current, and complete training, user documentation, and educational Services for the State Pool System and Contractor Solution.
TNGR-008	Coordinate with HHSC and HHSC-approved Trading Partners to produce and maintain accurate and comprehensive educational materials, including but not limited to, training, job aids, computer-based training, user guides, and publications according to HHSC-approved content, format, and schedules. Update training materials when changes occur.
TNGR-009	Respond to requests for training needs no later than three (3) Business Days after HHSC's request.
TNGR-010	Provide technical training to HHSC staff and designated MES service providers for monitoring the Contractor Solution using available tools and dashboards.
TNGR-011	Collaborate with HHSC to finalize a training schedule. A training schedule must be submitted to HHSC at least annually for approval.
TNGR-012	Utilize a variety of delivery methods to best meet the training objectives. Examples include online self-paced training presentations, in-person classroom setting, written material, and demonstrations.

2.1.4.12 *Turnover Requirements (TUNR)*

The performance of the Turnover Phase activities as defined in this SOW is to the mutual benefit of HHSC and Contractor. The primary objective for Turnover activities is to

ensure no interruption of Services to EVV Users. The Contractor must cooperate with the successor service provider(s) while performing Turnover activities defined in this SOW.

Turnover Requirements listed in **Table 19 – Turnover Requirements** below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 19 – Turnover Requirements

Turnover Requirements	
Req ID	Detailed Requirements
TUNR-001	Submit all modifications to the Contractor’s HHSC-approved Turnover Plan in writing to HHSC for approval. Refer to Table 8 – Deliverables Requirements .
TUNR-002	Submit an updated Turnover Plan within ninety (90) Calendar Days from notification of Contract termination or as directed by HHSC. Refer to Table 8 – Deliverables Requirements .
TUNR-003	Maintain all key personnel and required Contractor staff during the Turnover Phase in accordance with the Contractor's HHSC-approved Turnover Plan . Refer to Table 8 – Deliverables Requirements .
TUNR-004	Collaborate with HHSC and successor to interpret and analyze test results and resolve all identified issues from Turnover Phase activities as outlined in the Contractor’s HHSC-approved Turnover Plan . Refer to Table 8 – Deliverables Requirements .
TUNR-005	Conduct and document knowledge transfer sessions with HHSC-designated staff, successor, and Trading Partners for all current Contractor Solution functionality and Services as outlined in the Contractor’s HHSC-approved Turnover Plan . Refer to Table 8 – Deliverables Requirements .
TUNR-006	Obtain HHSC approval prior to reducing staffing levels during the Turnover period. The Contractor will not restrict or prevent Contractor staff from accepting employment with any successor service provider.
TUNR-007	Coordinate with HHSC and Trading Partners to successfully plan and transfer the management and operations of the Contractor Solution and HHSC’s assets including data, Contractor Solution process documentation, all work products delivered by Contractor, and related business and technical functions in a format, media, content, and within timeframes approved by HHSC to its successor or to HHSC.
TUNR-008	Deliver all work products for in-flight Projects and transfer to HHSC and Trading Partners in a format, media, content, and within timeframes approved by HHSC in an HHSC-approved commercially consumable form.
TUNR-009	Prepare, deliver and facilitate the transfer of five (5) years of data and data attributes (including meta data necessary to interpret the data) from the State Pool System to HHSC or successor including, but not limited to: Program Provider and FMSA demographic data (e.g. contract information), CDS Employer information,

	Member information, Direct Service Provider information, Service Authorization information and other information HHSC deems necessary to support Turnover activities as directed by HHSC.
TUNR-010	Report on Turnover progress and status in an HHSC-approved format at least weekly throughout the Turnover Phase.
TUNR-011	Provide authorized HHSC or other designated individuals access to validate any converted data needed to support continuity of Services and provide support for the data validation effort.
TUNR-012	Coordinate with HHSC and successor to facilitate the transfer of all EVV Users from the State Pool System to successor's State Pool System in accordance with Contractor's HHSC-approved Turnover Plan . Refer to Table 8 Deliverables Requirements .
TUNR-013	Submit the final Turnover progress and status report demonstrating that Contractor has completed all Turnover tasks no later than thirty (30) Calendar Days prior to the Contract end date or as otherwise approved by HHSC.
TUNR-014	Deliver Turnover artifacts to the HHSC-designated knowledge sharing repository in an HHSC-approved format.

2.1.5 State Pool System Management and Oversight Requirements (SPSR)

The requirements listed in **Table 20 – State Pool System Management and Oversight Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 20 – State Pool System Management and Oversight Requirements

State Pool System Management and Oversight	
Req ID	Detailed Requirements
SPSR-001	Publish a public-facing monthly report of all outages, defects, and Incidents that could adversely impact Program Provider, FMSA and CDS employer compliance with HHSC requirements in an HHSC-approved format.
SPSR-002	Report on SPSO compliance with HHSC-defined performance objectives in the Monthly Status Report . Refer to Table 8 – Deliverables Requirements .
SPSR-003	Report and resolve all State Pool System Incidents in accordance with processes and within timeframes outlined in the Contractor's HHSC-approved Production Control Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-004	Validate and report the State Pool System is utilizing current reference table data in accordance with processes and within timeframes in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-005	Report and remediate one hundred percent (100%) of State Pool System defects at no additional cost to HHSC and within timeframes outlined in the Contractor's HHSC-approved Production Control Plan . Refer to Table 8 – Deliverables Requirements .

State Pool System Management and Oversight	
Req ID	Detailed Requirements
SPSR-006	Prohibit the SPSO from offering cash or cash-equivalent incentives to EVV Users.
SPSR-007	Prohibit the SPSO from automatically opting EVV Users in to paid Services.
SPSR-008	Provide one (1) State Pool System that delivers EVV Services in accordance with Exhibit R, HHSC EVV Business Rules, Exhibit Q, HHSC EVV Policies , and the requirements of this Contract free of charge to EVV Users and Members. Additional software and functionality may be offered but cannot be required for the use of the free EVV component. Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
SPSR-009	Define and publish the format and standards for exchanging data between the State Pool System and third-party systems in accordance with Contractor's HHSC-approved Interface Control Document . Refer to Table 8 – Deliverables Requirements .
SPSR-010	Coordinate and validate the compliance of the State Pool System with Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies , and the requirements of this Contract. Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
SPSR-011	Report on performance, compliance, and deficiencies of the State Pool System with respect to the Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies , and the requirements of the Contract. Report this information in the HHSC-approved Monthly Status Report or as otherwise directed by HHSC. Refer to Table 8 – Deliverables Requirements . Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
SPSR-012	Notify HHSC of any planned changes to or terminations of the SPSO participation in the State Pool at least one hundred fifty (150) Calendar Days prior to the effective date of the change or termination in accordance with the Contractor's HHSC-approved State Pool System Change Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-013	Coordinate, validate, and report that Trading Partner testing and operational readiness activities with Trading Partners are successfully completed by the SPSO in accordance with processes and timeframes in the Contractor's HHSC-approved Test Plan or as directed by HHSC. Refer to Table 8 – Deliverables Requirements .
SPSR-014	Disallow policies which require EVV Program Providers to remain with the State Pool System for a specific length of time.
SPSR-015	Develop, administer, and maintain a code of conduct policy to ensure Contractor and SPSO staff provide accurate information and interact with customers in a professional manner as part of the HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .

State Pool System Management and Oversight	
Req ID	Detailed Requirements
SPSR-016	Monitor, validate, and report that SPSO customer support calls are compliant with quality standards in accordance with the HHSC-approved Quality Management Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-017	Notify Trading Partners and HHSC-approved users when the State Pool System is unavailable due to HHSC-approved maintenance windows or an unscheduled outage in accordance with the Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-018	Track and report on all State Pool System training activities for each user in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPSR-019	Provide educational Services for the State Pool System that support Exhibit Q, HHSC EVV Policies and business objectives in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements . Refer to Exhibit Q, HHSC EVV Policies .
SPSR-020	Update the State Pool System to utilize the current version of Exhibit U, EVV Service Bill Codes Table in accordance with processes and within timeframes in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements and Exhibit U, EVV Service Bill Codes Table .
SPSR-021	Validate and report the State Pool System is utilizing the current version of the Exhibit U, EVV Service Bill Codes Table in accordance with processes and within timeframes in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements . Refer to Exhibit U, EVV Service Bill Codes Table .
SPSR-022	Provide standard reports from the State Pool System within specified timeframes, with content and format as defined in Exhibit R, HHSC EVV Business Rules or as otherwise directed by HHSC. Refer to Exhibit R, HHSC EVV Business Rules .
SPSR-023	Provide a State Pool System that is accessible through multiple web browsers (browser agnostic) and supports HHSC-approved web browsers including, but not limited to, browsers on tablets, smartphones, laptops, and other mobile devices.
SPSR-024	Provide role-based access to the State Pool System for EVV Users as directed by HHSC.
SPSR-025	Provide a State Pool System that can submit Texas Medicaid claims via electronic data interchange (EDI) to the Texas Medicaid claims administrator and offer this functionality to EVV Users for free or as a paid additional service.
SPSR-026	Obtain and maintain status of the State Pool System as an approved third-party submitter for Texas Medicaid claims via EDI, whereby EVV Users can use the State Pool System to submit a Texas Medicaid claim for payment based on an EVV visit transaction.
SPSR-027	Provide electronic verification methods for the State Pool System that allow EVV Users to clock in and clock out in English and Spanish.

State Pool System Management and Oversight	
Req ID	Detailed Requirements
SPSR-028	Provide electronic verification methods for the State Pool System that allow EVV Users to clock in and clock out in languages other than English and Spanish within thirty (30) Calendar Days of HHSC's request.
SPSR-029	Provide a State Pool System that complies with the relevant State and federal accessibility requirements, including the HHS Accessibility Policy.
SPSR-030	Conduct an annual assessment of Contractor's Services and capabilities, including the State Pool System capabilities, measured against EVV industry best practices to identify areas of improvement as directed by HHSC.
SPSR-031	Deliver the results of the Contractor's annual EVV industry best practice assessment with content and within timeframes approved by HHSC.
SPSR-032	Provide technical coordination between the SPSO, PSOs, and HHSC-approved Trading Partners for topics including, but not limited to, connectivity with the EVV Aggregator, EVV web services, and EVV visit transaction rejections, and other EVV data exchanges.

2.1.6 State Pool System Operations Requirements (SPOR)

The requirements listed in **Table 21 – State Pool System Operations Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 21 – State Pool System Operations Requirements

State Pool System Operations Management	
Req ID	Detailed Requirements
SPOR-001	Demonstrate the free EVV component first when demonstrating the State Pool System to EVV Users.
SPOR-002	Clearly communicate that the purchase of optional Services is not required to access the free EVV components of the State Pool System when onboarding or registering EVV Users.
SPOR-003	Use Exhibit U, EVV Service Bill Codes Table to identify EVV-required Services, unit types, claims matching effective dates, and other key details regarding EVV-required Services as defined by HHSC. Refer to the Exhibit U, EVV Service Bill Codes Table .
SPOR-004	Provide concurrent role-based access to the State Pool System for all authorized users to support HHSC EVV business operations for EVV Program Providers, HHSC, MCOs, and other HHSC-approved entities.
SPOR-005	Process visit maintenance unlock requests for the State Pool System within ten (10) Business Days in accordance with Exhibit Q, HHSC EVV Policies . Refer to Exhibit Q, HHSC EVV Policies .

State Pool System Operations Management	
Req ID	Detailed Requirements
SPOR-006	Maintain the State Pool System compliance with Exhibit R, HHSC EVV Business Rules, Exhibit Q, HHSC EVV Policies , and the requirements of this Contract. Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
SPOR-007	Provide a State Pool System that does not impose a limit on the number of user accounts for Contractor, HHSC, MCOs, Program Providers, FMSAs, and other HHSC-approved entities in accordance with the State Pool System Onboarding Plan . Refer to Table 8 – Deliverables Requirements .
SPOR-008	Provide a State Pool System that supports integration with third-party systems for functions including but not limited to, payroll, scheduling, and client/case management in accordance with Exhibit R, HHSC EVV Business Rules . Refer to Exhibit R, HHSC EVV Business Rules .

2.1.6.1 Customer Support Requirements (CUSR)

The requirements listed in **Table 22 - Customer Support Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 22 - Customer Support Requirements

Customer Support Requirements	
Req ID	Detailed Requirements
CUSR-001	Respond to and resolve one hundred percent (100%) of legislative inquiries no later than eight (8) business hours from receipt of the inquiry or provide a plan to obtain the information with an estimated time of completion agreed to by HHSC.
CUSR-002	Provide a customer service email address for stakeholders to send comments, complaints, and inquiries about the SPSO's Services.
CUSR-003	Respond to email inquiries received through the SPSO customer service email address by live person (not an automated response) within one (1) Business Day after receipt of the email inquiry.
CUSR-004	Resolve email inquiries received through the SPSO customer service email address in accordance with processes and procedures outlined in the Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .

2.1.6.1.1 Customer Support Key Performance Measures (CUSK)

The requirements listed in

Table 23 – Customer Support Key Performance Measures below describe the level of performance required by the Contractor for Communication.

Table 23 – Customer Support Key Performance Measures

Customer Support Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
CUSK-001	<p>Resolve ninety-eight percent (98%) of email inquiries received through the SPSO’s customer service email address within two (2) Business Days.</p> <p>Performance will be measured on a monthly basis.</p> <p>Resolved means the customer service ticket has been closed as a result of Contractor or SPSO providing an accurate response to the inquiry in accordance with processes and procedures outlined in Contractor’s HHSC-approved Customer Support Plan.</p> <p>Refer to Table 8 – Deliverables Requirements.</p>	<p>HHSC will assess \$500 for each percentage point, or portion thereof, below the 98% standard.</p>
CUSK-002	<p>Resolve one hundred percent (100%) of email inquiries received through the SPSO’s customer service email address within ten (10) Business Days.</p> <p>Performance will be measured on a monthly basis.</p> <p>Resolved means the customer service ticket has been closed as a result of Contractor or SPSO providing an accurate response to the inquiry in accordance with processes and procedures outlined in Contractor’s HHSC-approved Customer Support Plan.</p> <p>Refer to Table 8 – Deliverables Requirements.</p>	<p>HHSC will assess \$1,000 for each percentage point, or portion thereof, below the 100% standard.</p>

2.1.6.2 Call Center Requirements (CACR)

The Call Center Requirements include the daily tasks and activities related to staff, equipment, and Services related to the operation, maintenance and enhancement of the call center which handles all inquiries related to the State Pool System.

The Call Center Requirements listed in **Table 24 – Call Center Requirements** below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 24 – Call Center Requirements

Call Center Requirements	
Req ID	Detailed Requirements
CACR-001	Record all inbound and outbound customer support calls conducted by Contractor and SPSO and store in an HHSC-approved retrievable format. Refer to the

Call Center Requirements	
Req ID	Detailed Requirements
	Attachment A-2, Procurement Library for the EVV Program Metrics workbook.
CACR-002	Link customer support call recordings to each customer support call by the uniform tracking number in the CRM.
CACR-003	Provide access to call recordings to HHSC-approved entities as directed by HHSC.
CACR-004	Develop, administer, and maintain a process for handling incoming and outgoing customer support calls for the State Pool System if the primary telephony system is not operational as part of the Contractor's HHSC-approved Business Continuity and Contingency Plan . Refer to Table 8 – Deliverables Requirements .
CACR-005	Retain call recordings for six (6) years after the date of the telephone call unless otherwise specified by HHSC.
CACR-006	Obtain HHSC approval before limiting the number of topics or inquiries that may be addressed during SPSO customer support calls Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
CACR-007	Provide the data used to calculate the State Pool System call center performance metrics to HHSC upon request.
CACR-008	Provide accessibility Services for SPSO customer support lines in accordance with the HHS Accessibility Policy
CACR-009	Obtain HHSC approval of any policies related to the SPSO clearing call queues or removing callers from a call queue.
CACR-010	Develop, administer, and maintain a call resolution and escalation process as part of the HHSC-approved Customer Support Plan . Refer to in Table 8 – Deliverables Requirements .
CACR-011	Provide an automated system to answer SPSO customer support lines outside of Weekday Call Center Hours and Weekend Call Center Hours that provides operating hour information in English and Spanish and the functionality to allow callers to leave a message for call back. Set holiday and operating hour messages as the primary message.
CACR-012	Receive and resolve critical State Pool System issues outside of Weekday Call Center Hours and Weekend Call Center Hours in accordance with processes and timeframes in the Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
CACR-013	Train call center staff to be able to perform all functions available to EVV Users in accordance with processes and procedures outlined in the Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
CACR-014	Provide real time functionality for call center staff to assist EVV Users with EVV inquiries in accordance with processes and procedures.
CACR-015	Answer at least ninety-eight percent (98%) of calls from the call center queue within two (2) minutes by a live call center agent during Weekend Call Center Hours in accordance with the processes and procedures outlined in the

Call Center Requirements	
Req ID	Detailed Requirements
	Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements .
CACR-016	Provide the functionality for all callers to complete an HHSC-approved post-call customer satisfaction survey, and store and make survey results available to HHSC upon request.
CACR-017	Maintain call blockage at a rate of less than five percent (5%) for all calls during Weekend Call Center Hours.
CACR-018	Maintain a call abandonment rate of less than ten percent (10%) during Weekend Call Center Hours. Calls which are abandoned within 10 seconds or less shall not be considered "abandoned" for this calculation.
CACR-019	Maintain a zero percent (0%) call deflection rate for all call lines. Call deflection includes calls that have connected to the call tree at the trunk level however are unable to connect to a State-approved recorded message, queue, or agent.
CACR-020	Respond to all call center messages within one (1) Business Day upon receipt of message.
CACR-021	Allow outbound calls from SPSO call centers.
CACR-022	Provide monthly results and quantitative analysis of the post-call customer satisfaction survey within the Monthly Status Report to measure caller satisfaction drivers, trend analysis, and service improvement priorities in accordance with the Contractor's HHSC-approved Quality Management Plan . Refer to Monthly Status Report and Quality Management Plan in Table 8 – Deliverables Requirements .
CACR-023	Update automated scripts to notify callers of non-standard Weekday Call Center Hours, Weekend Call Center Hours, and holiday messages in accordance with the State holiday schedule or as directed by HHSC.
CACR-024	Staff all call centers from 7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday ("Weekday Call Center Hours") excluding HHSC-approved holidays, unless otherwise approved by HHSC.
CACR-025	Staff all call centers from 9:00 a.m. to 1:00 p.m. Central Time, Saturday, and Sunday ("Weekend Call Center Hours") excluding HHSC-approved holidays, unless otherwise approved by HHSC.

2.1.6.2.1 Call Center Key Performance Measures (CACK)

The requirements listed in **Table 25 – Call Center Key Performance Measures** below describe the level of performance required by the Contractor for Communication.

Table 25 – Call Center Key Performance Measures

Call Center Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
CACK-001	<p>Maintain call blockage at a rate of less than two percent (2%) for all calls during Weekday Call Center Hours.</p> <p>Performance will be measured on a monthly basis.</p> <p>Call blockage means the number of calls that were unable to connect to the call center trunk.</p>	<p>HHSC will assess \$5,000 per toll-free telephone line for each percentage point, or portion thereof, exceeding the two percent (2%) standard for call blockage.</p>
CACK-002	<p>Answer at least ninety-eight percent (98%) of calls from the call center queue within two (2) minutes by a live call center agent during Weekday Call Center Hours in accordance with the processes and procedures outlined in the Contractor's HHSC-approved Customer Support Plan. Refer to Table 8 – Deliverables Requirements.</p> <p>Performance will be measured on a monthly basis.</p> <p>Time of answering shall be calculated as follows: The number of seconds from when a caller selects their final desired option in the automated call queue (if applicable) to when a live call center agent answers the call.</p>	<p>HHSC will assess \$5,000 per toll-free telephone line for each percentage point, or portion thereof, not meeting a ninety-eight percent (98%) standard for Calls answered by a live agent within two (2) minutes.</p>
CACK-003	<p>Maintain a call abandonment rate of less than five percent (5%) during Weekday Call Center Hours. Calls which are abandoned within ten (10) seconds or less shall not be considered abandoned for this calculation.</p> <p>Performance will be measured on a monthly basis.</p> <p>An abandoned call is a call where the caller hangs up while waiting for the call to be answered by a live agent or the call queue.</p>	<p>HHSC will assess \$5,000 per toll-free telephone line for each percentage point, or portion thereof, exceeding the five percent (5%).</p>

Call Center Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
CACK-004	Answer at least ninety-nine percent (99%) of all calls on or before the fourth (4th) ring by a live agent or the call center queue in accordance with the processes and procedures outlined in the Contractor's HHSC-approved Customer Support Plan . Refer to Table 8 – Deliverables Requirements . Performance will be measured on a monthly basis.	HHSC will assess \$5,000 per toll-free telephone line for each percentage point, or portion thereof, not meeting a ninety-nine percent (99%) standard for calls answered on or before the fourth (4th) ring.

2.1.6.3 State Pool System Training Requirements (SPTR)

Training Requirements in this section include training documentation for EVV Users for use of the State Pool System. Contractor and the SPSO will provide initial and ongoing training, documentation, and educational Services to EVV Users for the State Pool System.

Training Requirements listed in **Table 26 – State Pool System Training Requirements** below, describe the functionality, features, and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 26 – State Pool System Training Requirements

State Pool System Training Requirements	
Req ID	Detailed Requirements
SPTR-001	Conduct live in-person training for use of the State Pool System to CDS Employers and designated representatives at least quarterly in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-002	Provide initial and ongoing training, documentation, and educational Services to EVV Users for the State Pool System in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-003	Provide educational Services for the State Pool System that are tailored to the appropriate audience based on their role in the Texas EVV Program in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-004	Maintain training materials and content for the State Pool System that are current and accurately reflect Exhibit Q, HHSC EVV Policies and system functionality in accordance with Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-005	Provide draft training materials for the Contractor Solution and the State Pool System to HHSC for review in accordance with Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .

SPTR-006	Provide initial and ongoing training, documentation, and educational Services to EVV Users and other MES service providers regarding the Contractor Solution in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-007	Develop and maintain electronic training guides and materials for use by Program Providers and CDS Employers to train Direct Service Providers on the use of the State Pool System and electronic verification methods.
SPTR-008	Train one hundred percent (100%) of identified system/component users on the system relative to their use initially and on updated functionality prior to the initial production deployment and each major release into the production environment.
SPTR-009	Verify and document the completion of mandatory system training for EVV Users prior to using the State Pool System, in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-010	Verify and document the completion of mandatory annual system training for EVV Users of the State Pool System in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-011	Track and report on all State Pool System training activities for each user in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements .
SPTR-012	Provide educational Services for the State Pool System that support Exhibit Q, HHSC EVV Policies and business objectives in accordance with the Contractor's HHSC-approved Training Plan . Refer to Table 8 – Deliverables Requirements . Refer to Exhibit Q, HHSC EVV Policies .

2.1.6.4 System Requirements (SYSR)

System requirements encompass the tasks and activities the Contractor will manage and oversee to manage data, manage Incidents, provide technical coordination, provide system issue resolution, provide internal controls, and perform routine backup of systems, tables, and files for the State Pool System.

System Requirements listed in **Table 27 – System Requirements** below, describe the functionality, features and capabilities that must be part of the State Pool System during the Contract Term.

Table 27 – System Requirements

System Requirements	
Req ID	Detailed Requirements
SYSR-001	Implement and utilize the current reference table data in the State Pool System in accordance with the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-002	Maintain a public-facing change history log for all system changes and updates made to the State Pool System.

System Requirements	
Req ID	Detailed Requirements
SYSR-003	Implement changes to the State Pool System no later than one hundred and twenty (120) Calendar Days, or another mutually agreed upon timeframe after HHSC notifies Contractor in writing of updates to the Exhibit R, HHSC EVV Business Rules .
SYSR-004	State Pool System must support extract transform and load (ETL) processes from real-time web services or batch processes associated with the EVV Aggregator.
SYSR-005	Support the exchange of data between the State Pool System and the MES to facilitate business functions that meet the requirements of State policy, and federal and State laws, rules, and regulations.
SYSR-006	Support retrieval and presentation of data associated with geographic indicators such as by state, by county, by zip code, by peer group, or other geographical indicators specified by HHSC.
SYSR-007	Process interfaces for the State Pool System in accordance with the Interface Control Document . Refer to Table 8 – Deliverables Requirements .
SYSR-008	Process one hundred percent (100%) of inbound files and interfaces within four (4) clock hours of receipt.
SYSR-009	Process one hundred percent (100%) of both inbound and outbound files for the State Pool System accurately in accordance with the HHSC-approved Interface Control Document . Refer to Table 8 – Deliverables Requirements .
SYSR-010	Develop and maintain a data management strategy. The Data management strategy at a minimum must contain: <ul style="list-style-type: none"> a. Data integrity (data cannot be modified undetectably); b. Data availability (access is not inappropriately blocked or denied); c. Data authenticity (validation of transactions); d. Data security (encryption and HHSC-approved security protocols) and e. Non-repudiation of data (parties to a transaction cannot deny their participation in the transaction).
SYSR-011	Maintain and update all HHSC-approved data sets and reference files (e.g., rates, reimbursement data, national code set), data elements and functions required for all programs within a HHSC-approved timeline.
SYSR-012	Receive, store, and utilize Exhibit U, EVV Service Bill Codes Table to identify EVV-relevant Services, service unit types, and other key details regarding EVV-relevant Services as defined by the State. Refer to Exhibit U, EVV Service Bill Codes Table .
SYSR-013	Maintain data currency using date parameters (e.g., effective date, beginning and end date, change date) for each occurrence of all reference data.
SYSR-014	Maintain and provide all narrative descriptions of codes and abbreviations for reporting.

System Requirements	
Req ID	Detailed Requirements
SYSR-015	Provide the flexibility to accept new and incremental data items from MES systems/applications as required for system integration.
SYSR-016	Participate in State activities around policy changes to ensure reference tables are up to date and all changes are identified.
SYSR-017	Maintain data integrity across all Contractor supported systems in accordance with HHSC directives. Provide timely and consistent feedback to HHSC and MES service providers on error rates, issues, and problems with data quality.
SYSR-018	Notify HHSC immediately upon identification of any corrupt or lost data or software.
SYSR-019	Develop a root cause analysis and a corrective action plan no more than twenty-four (24) hours after identification of corrupt or lost data or software for HHSC approval.
SYSR-020	Restore and recover lost or corrupted data or software in accordance with the CAP.
SYSR-021	Participate and present, as needed, in the data stewardship workgroup(s) of the HHS data governance council.
SYSR-022	Update and submit metadata, data quality reporting results, and status of remediation efforts, in timeframes determined by HHS data governance council, its functional data stewardship workgroups, or information technology (IT) governance processes as directed by HHSC.
SYSR-023	All data within the scope of the Contract must be delivered to HHSC and Trading Partners in a non-proprietary, secure, accessible format.
SYSR-024	Retain all records for Members under the age of twenty-one (21) for all Medicaid programs in accordance with the <i>Frew v. Smith</i> , Civil Action No. 3:93CV65 litigation hold.
SYSR-025	Maintain a ninety-nine and nine tenths of a percent (99.9%) accuracy rate for all reference file updates.
SYSR-026	Execute all data exchanges (real-time, near real-time, and batch) with HHSC and Trading Partners in a manner that is secure, timely, accurate, and in full compliance with State and federal laws, rules, regulations, and guidelines.
SYSR-027	Provide EVV mobile applications for the State Pool System that are compatible with Android and iOS as approved by HHSC.
SYSR-028	Provide technical support for Trading Partners via a dedicated email box or toll-free telephone line in accordance with processes and procedures.

System Requirements	
Req ID	Detailed Requirements
SYSR-029	<p>Provide operational support, maintenance, and ongoing configuration of the State Pool System during the Contract Term. This includes providing Trading Partner support and Operations support as described in the SOW as well as providing maintenance and enhancements to the provided State Pool System to meet the business needs of the State.</p> <p>HHSC defines maintenance for each module as follows:</p> <ol style="list-style-type: none"> a. Making updates as necessary to comply with new business rules, including new Exhibit R, HHSC EVV Business Rules; b. Correcting deficiencies (defects) found in the solution(s) based on detailed requirements described in the SOW and published test results; c. Correcting deficiencies (defects) found in the solution(s) based on a failure to meet the requirements in completed enhancement, configuration, or maintenance requests; d. Conducting research requested by HHSC or required to support the State. For example: <ol style="list-style-type: none"> 1. Solution behavior and results; 2. New healthcare initiatives; 3. Best practices research across states and industry; and 4. Impacts of new State and federal legislation; e. Performing regular maintenance as required to support the State's healthcare programs. Examples of maintenance include but are not limited to: <ol style="list-style-type: none"> 1. Database management; 2. Interface, report, and correspondence changes; and 3. Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy); f. Using appropriate testing, configuration, and change control procedures and g. Updating user, and training documentation and online help to reflect changes that have been made to the solution. Refer to Exhibit R, HHSC EVV Business Rules.
SYSR-030	Provide a State Pool System that can be adapted to changes in business practices and policies within the agreed timeframes. The Contractor is required to cover the cost of such systems modifications during the Contract Term.
SYSR-031	Submit an annual maintenance schedule of planned downtime of the State Pool System by September 1st of each year for that SFY for HHSC review and approval. All changes must be submitted to HHSC for approval.
SYSR-032	Submit all requests for unscheduled and emergency maintenance to HHSC for approval and consideration to waive the forty-five (45) Business Days communication notification period.
SYSR-033	Provide a web page that displays notification when the State Pool System is unavailable for scheduled maintenance or unscheduled outages.

System Requirements	
Req ID	Detailed Requirements
SYSR-034	Provide electronic notification for all updates and fixes deployed to the State Pool System that could impact HHSC's delivery of services to Members or Program Providers or as directed by HHSC.
SYSR-035	Resolve all Incidents and problems impacting the State Pool System, using HHSC-approved ITIL guidelines (see Exhibit O, Information Technology Infrastructure Library (ITIL) Severity Levels) based on the severity levels defined by HHSC.
SYSR-036	Notify HHSC at least forty-five (45) Calendar Days prior to the installation or implementation of any changes that affect the State Pool System.
SYSR-037	Perform a demonstration or walk-through of system changes, as defined in Contractor's HHSC-approved Change Management Plan for each modification to the State Pool System as directed by HHSC. Refer to Table 8 – Deliverables Requirements .
SYSR-038	Deploy any modification to the State Pool System only after receiving approval from HHSC.
SYSR-039	Verify State Pool System modification implementation results through monitoring of the production process and correct and document any problems found within HHSC-approved timeframes.
SYSR-040	Provide confirmation that State Pool System modifications have been deployed to production and the Contractor has completed three (3) Calendar Days of Operations without significant operational issues defined as no critical or high defects.
SYSR-041	Notify HHSC in writing of all deficiencies or processing errors within HHSC-approved timeframes.
SYSR-042	Provide technical 24/7/365 monitoring to support per HHSC service level requirements within the Contract to resolve problems with EVV transaction processing, portals, and all related interfaces.
SYSR-043	Provide initial and ongoing technical coordination and support to MCOs, Program Providers, FMSAs, SPSO, approved PSO and the State with content, format and delivery method defined by HHSC.
SYSR-044	Request approval from HHSC prior to scheduling non-emergency system downtime or maintenance during hours of operation no later than five (5) Business Days prior to downtime.
SYSR-045	Complete and implement one hundred percent (100%) of all critical priority tickets, (enhancements, deficiencies, maintenance, research, and configuration) by the HHSC-approved Implementation date. HHSC will establish the Priority and the required implementation date for each ticket based on the business need (e.g., federal law, State law, or regulation).
SYSR-046	Notify HHSC of any Severity Level 1 deficiencies, as defined by Exhibit O, Information Technology Infrastructure Library (ITIL) Severity Levels , within one (1) hour of the initial deficiency or within thirty (30) minutes of becoming aware of the issue. Contractor shall provide its plan for resolution within four (4) hours of

System Requirements	
Req ID	Detailed Requirements
	the notification of the deficiency to HHSC and resolve the deficiency within twenty-four (24) hours of the notification of the deficiency to HHSC. The Contractor will remediate defects at no additional cost to HHSC.
SYSR-047	Notify HHSC of any Severity Level 2 deficiencies, as defined Exhibit O, Information Technology Infrastructure Library (ITIL) Severity Levels , within one (1) hour of becoming aware of the issue. Contractor shall provide its plan for resolution no later than four (4) hours of the notification of the deficiency to HHSC and resolve the deficiency no later than thirty-six (36) hours of the notification of the deficiency to HHSC. The Contractor will remediate defects at no additional cost to HHSC.
SYSR-048	Notify HHSC of any Severity Level 3 or Severity Level 4 deficiency, as defined by Exhibit O, Information Technology Infrastructure Library (ITIL) Severity Levels , no less than twenty-four (24) hours of becoming aware of the issue. The Contractor will remediate defects at no additional cost to HHSC.
SYSR-049	Develop and administer HHSC-approved processes for providing access to the State Pool System to authorized users.
SYSR-050	<p>The State Pool System must provide web-based interactive portals that:</p> <ol style="list-style-type: none"> a. Adhere to HHSC-approved accessibility and security, as outlined at https://hhs.texas.gov/policies-practices-privacy; b. Utilize HHSC-approved terminology as defined in Exhibit T, EVV Standard Language Guide; c. Write in plain language and follow person-first principles; d. Comply with HHSC-approved version of Web Content Accessibility Guidelines (WCAG) for accessibility standards: https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh/final-rule/text-of-the-standards-and-guidelines; e. Support multiple web browsers (browser agnostic); f. Use administrative tools to identify usage/analytics and broken links; and g. Include a test environment for usability testing. <p>Refer to Exhibit T, EVV Standard Language Guide.</p>
SYSR-051	Identify and propose enhancements, modifications, and technical solutions for HHSC review and consideration to assist HHSC's ongoing modernization and efficiency efforts.
SYSR-052	Submit updates to the maintenance schedule within ten (10) Business Days of any change in accordance with the Contractor's HHSC-approved Production Control Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-053	Provide documentation to HHSC for any test results in accordance with the Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverables Requirements .

System Requirements	
Req ID	Detailed Requirements
SYSR-054	Interface successfully with MES service providers and Trading Partners in accordance with the Contractor's HHSC-approved Interface Control Document . Refer to Table 8 – Deliverables Requirements .
SYSR-055	Perform and track all routine maintenance as specified in the Contractor's HHSC-approved Production Control Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-056	Notify HHSC and Trading Partners of the State Pool System downtimes and outages as outlined in the Contractor's HHSC-approved Communications Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-057	The State Pool System must be available for transaction processing 24/7/365, except for HHSC-approved planned downtime or maintenance windows as specified in the Contractor's HHSC-approved Production Control Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-058	Provide a test environment that adequately represents the production environment to allow HHSC staff to Review and approve changes prior to moving the changes to production in accordance with the Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-059	Test all State Pool System modifications before moving into production and maintain environments for all UAT (i.e., walkthroughs) and report test results in accordance with the Contractor's HHSC-approved Test Plan . Refer to Table 8 – Deliverables Requirements .
SYSR-060	Provide a State Pool System that allows EVV Users to request, download, and export EVV data, EVV standard reports, and ad hoc reports on demand.
SYSR-061	Provide a State Pool System that allows EVV Users to correct and update an EVV visit transaction (i.e., visit maintenance).
SYSR-062	Provide a State Pool System that supports and allows for the creation of the following user profile types: Direct Service Provider, Member, Program Provider, FMSA, CDS Employer and other profile types as directed by HHSC.
SYSR-063	Provide a State Pool System that maintains an audit trail of all changes made to an EVV visit transaction.
SYSR-064	Provide a State Pool System that allows EVV Users to clock in and clock out using a landline telephone.
SYSR-065	Provide a State Pool System that allows EVV Users to clock in and clock out using an EVV mobile application (i.e., smart phone application).
SYSR-066	Provide a State Pool System that allows EVV Users to manually create an EVV visit transaction if the Direct Service Provider fails to clock in or clock out using an electronic verification method.

2.1.6.4.1 System Key Performance Measures (SYSK)

The requirements listed in **Table 28 – System Solution Key Performance Measures** below describe the level of performance required for Processing that must be performed by the Contractor during the Contract Term.

Table 28 – System Solution Key Performance Measures

System Solution Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
SYSK-001	Maintain ninety-nine and five tenths of a percent (99.5%) availability for the State Pool System, except for planned HHSC-approved downtime. Performance will be measured on a monthly basis.	HHSC will assess \$500 for each tenth of a percentage point, or portion thereof, below the ninety-nine and five tenths of a percent (99.5%) standard.
SYSK-002	Correct all data extract delivery and content problems within five (5) Business Days of problem identification, or another timeframe as mutually agreed within the five (5) Business Days of problem identification and notify HHSC of correction. Data extracts are documented in the Contractor's HHSC-approved Interface Control Document . Performance will be measured on a monthly basis. A data extract delivery or content problem shall be considered corrected when the originally intended data or content is provided, extracted, or delivered to the appropriate entity as documented in the Interface Control Document . Refer to Table 8 – Deliverables Requirements .	HHSC will assess \$1,000 per day for failure to meet the timeliness standard.
SYSK-003	Remediate State Pool System defects at no additional cost to the State as documented in the HHSC-approved Maintenance Level Table Description Definition, within the following timeframes or an alternate date with HHSC approval:	HHSC will assess \$5,000 per day for failure to correct each Standard 1: Emergency defect within one (1) Business Day of discovery or an HHSC-approved alternate date. HHSC will assess \$3,000 per day for failure to correct each Standard 2: System Disabled

System Solution Key Performance Measures		
Req ID	Key Performance Measures	Liquidated Damages
	<p>a. Standard 1: Emergency- System no longer functions. Correct within one (1) Business Day of discovery;</p> <p>b. Standard 2: System Disabled- Business function or components of the business function do not work as required and no workaround is available. Correct within three (3) Business Days of discovery;</p> <p>c. Standard 3: System Disabled -business function or components of the business function do not work as required, but a workaround that is acceptable to HHSC is available until the problem is resolved. Correct within ten (10) Business Days of discovery;</p> <p>d. Standard 4: Minor Non-critical problem. Correct within twenty (20) Business Days of discovery; and</p> <p>e. Standard 5: Minimal Cosmetic. Correct within forty (40) Business Days of discovery.</p> <p>Performance will be measured on a monthly basis.</p> <p>Discovery shall mean the point in time when either party identifies; and confirms that the State Pool System functionality is defective.</p>	<p>defect within three (3) Business Days of discovery or an HHSC-approved alternate date.</p> <p>HHSC will assess \$1,000 per day for failure to correct each Standard 3: System Disabled defect within ten (10) Business Days of discovery or an HHSC-approved alternate date.</p> <p>HHSC will assess \$500 per day for failure to correct each Standard 4: Minor Non-critical problem defect within twenty (20) Business Days.</p> <p>HHSC will assess \$500 per day for failure to correct each Standard 5: Minimal Cosmetic defect within forty (40) Business Days.</p>
SYSK-004	<p>Process and deliver at least ninety-nine percent (99%) of all interfaces within the timeframes defined in the Contractor's HHSC-approved Interface Control Document.</p> <p>Performance will be measured on a monthly basis. Refer to Table 8 – Deliverables Requirements.</p>	<p>HHSC will assess \$1,000 for each percentage point, or portion thereof, below the ninety-nine percent (99%) standard.</p>

2.1.6.5 CMS Certification Requirements (CMSR)

CMS has begun to transition its systems certification process to one that evaluates how well Medicaid information technology systems support desired business outcomes while reducing the burden on states. This streamlined, outcomes-based approach, or “Outcomes-Based Certification (OBC),” is designed to ensure that systems that receive federal financial participation are meeting the business needs of the State and of CMS. The

requirements in this section are for the purpose of obtaining federal certification and rely on the cooperation of HHSC and its Trading Partners, including all Contractors and Sub-Contractors whose products and/or ancillary Services interface with the modernized MES.

Certification Requirements listed in **Table 29 – CMS Certification Requirements** below, describe the functionality, features and capabilities that must be part of the Contractor Solution during the Contract Term.

Table 29 – CMS Certification Requirements

Certification Requirements	
Req ID	Detailed Requirements
CMSR-001	Perform all activities necessary to achieve final CMS certification within specified timeframes, with content and format as directed by HHSC.
CMSR-002	Maintain CMS certification during the Contract Term.
CMSR-003	Contractor must maintain the CMS Certification Plan and all associated documentation during the Contract Term. Refer to CMS Certification Plan in Table 8 – Deliverables Requirements .
CMSR-004	Coordinate with HHSC to develop CMS certification documentation for each applicable review criteria.
CMSR-005	Provide support by running reports, analyzing samples, facilitating walkthroughs and demonstrations, and delivering completed system documentation to HHSC and CMS as directed by HHSC.
CMSR-006	Provide a State Pool System that meets all current CMS certification requirements (https://www.medicaid.gov/medicaid/data-systems/outcomes-based-certification/electronic-visit-verification-certification/index.html) in accordance with Contractor's HHSC-approved CMS Certification Plan . Refer to CMS Certification Plan in Table 8 – Deliverables Requirements .
CMSR-007	Provide staff resources experienced with EVV CMS certification activities, to participate in planning activities, meetings, and other CMS certification activities.
CMSR-008	Participate in and support CMS certification activities of the other MES service provider solutions as directed by HHSC.
CMSR-009	Assist HHSC in preparing certification artifacts, evidence, and presentation materials (e.g., requirements, user stories, or use cases) for functional and non-functional requirements) in accordance with the Contractor's HHSC-approved CMS Certification Plan . Refer to Table 8 – Deliverables Requirements .
CMSR-010	Follow the most current CMS process to report on CMS key performance indicators to achieve and maintain CMS certification in accordance with Contractor's HHSC-approved CMS Certification Plan . Refer to Table 8 – Deliverables Requirements .
CMSR-011	Work collaboratively with HHSC and other MES service providers to provide data and reporting to HHSC in support of reporting CMS key performance indicators in accordance with Contractor's HHSC-approved CMS Certification Plan . Refer to Table 8 – Deliverables Requirements .

Certification Requirements	
Req ID	Detailed Requirements
CMSR-012	Provide required security assessments of the State Pool System, completed by an independent third-party vendor, at no additional cost to HHSC.
CMSR-013	Provide detailed test reports to demonstrate the State Pool System compliance with Section 508 of the Rehabilitation Act and current ADA requirements at no additional cost to HHSC in accordance with Contractor's HHSC-approved CMS Certification Plan . Refer to Table 8 – Deliverables Requirements .

2.1.6.6 MITA Requirements (MITR)

CMS requires MES service providers to meet all applicable CMS Conditions and Standards, and states must strive to continually improve the MES' MITA maturity level. As part of the Texas MMIS modernization, the State's goal is to gain measurable improvements in supporting Medicaid business processes and information and demonstrate the progress to CMS during the Contract Term.

CMS Conditions and Standards for modularity and interoperability require acquisition of loosely coupled solutions with open, documented interfaces. MITA includes a well-documented set of open interfaces that allow for vendor's independent integration of solutions into an overall EVV solution.

The MITA requirements listed in **Table 30 – MITA Requirements** below describe the tasks and activities that must be performed by the Contractor during the Contract Term.

Table 30 – MITA Requirements

MITA	
Req ID	Detailed Requirements
MITR-001	Provide a Contractor Solution that is fully integrated with the MITA initiative.
MITR-002	Provide a requirements management tool that has the ability to manage requirements traceability by the MITA business area, MITA business process, and CMS or HHSC-defined checklists.
MITR-003	Assess MITA maturity impacts related to the Contractor Solution as directed by HHSC.
MITR-004	Provide Contractor staff and information as requested by HHSC to assist with CMS requirements for the MITA State Self-Assessment and MITA Roadmap activities. Information must be provided in a format, content, and within timeframes approved by HHSC.
MITR-005	Provide staff resources and information to assist with HHSC's activities to support the "to-be" vision of the CMS Standards and Conditions and the MITA framework as directed by HHSC.
MITR-006	Provide MITA framework training for Contractor staff with responsibility for business analysis or systems analysis.
MITR-007	Update and provide the MITA training materials to HHSC for review and approval at the Operations Start Date and annually thereafter.

MITA	
Req ID	Detailed Requirements
MITR-008	Meet future MITA requirements as required by State or federal laws, rules, and guidelines.

2.1.6.7 *Alternative Device Management Requirements (ALTR)*

Alternative devices allow Direct Service Providers to clock in and clock out when the Member doesn't have a landline phone (or won't allow it to be used for EVV) or when the Direct Service Provider doesn't have a smart phone. Strategically, HHSC is looking to reduce reliance on alternative devices to increase program integrity and reduce ongoing operations costs for the State Pool System.

Alternative Device Management Requirements listed in **Table 31 – Alternative Device Management Requirements** below, describe the functionality, features and capabilities that must be part of the State Pool System during the Contract Term.

Table 31 – Alternative Device Management Requirements

Alternative Device Management	
Req ID	Detailed Requirements
ALTR-001	Provide alternative devices to Program Providers, CDS employers, and FMSAs that allow Direct Service Providers to clock in and clock out of the State Pool System without an internet or telephone connection at the time of clock in and clock out in accordance with Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies . Refer to Exhibit R, HHSC EVV Business Rules and Exhibit Q, HHSC EVV Policies .
ALTR-002	Ship alternative devices to Program Providers, CDS employers, and FMSAs using the State Pool System within five (5) Business Days of a complete and accurate request at no cost to the requestor.
ALTR-003	Provide an electronic process for Program Providers, CDS employers, and FMSAs using the State Pool System to request an alternative device.
ALTR-004	Work with HHSC to reduce the use of alternative devices.

2.1.7 **Proprietary System Management and Oversight Requirements (PSMR)**

Contractor will be responsible for reviewing, approving, and monitoring Proprietary Systems. Contractor will perform readiness reviews of Proprietary Systems on an ongoing basis to determine if the system meets HHSC requirements for use in Texas. Contractor will collaborate with other MES service providers to facilitate Trading Partner testing with Proprietary Systems as part of the readiness review process.

Program Providers and FMSAs may opt to use a Proprietary System and apply for their system to be approved. Program Providers, FMSAs and their software vendors are not directly reimbursed by HHSC for the use of a Proprietary System. Program Providers, FMSAs and their software vendors will not have a contractual relationship with Contractor.

Proprietary System Management and Oversight listed in **Table 32-Proprietary System Management and Oversight Requirements** below describe the Contractor's responsibilities for Proprietary Systems.

Table 32 – Proprietary System Management and Oversight Requirements

Proprietary System Management and Oversight	
Req ID	Detailed Requirements
PSMR-001	Notify PSOs that they must implement and utilize the current version of the HHSC-approved Exhibit U, EVV Service Bill Codes Table in their Proprietary System, in accordance with the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-002	Develop and administer HHSC-approved processes for providing access to the Proprietary System to authorized users.
PSMR-003	Validate and report that Proprietary Systems are utilizing current Exhibit U, EVV Service Bill Codes Table in accordance with processes and within timeframes in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-004	Notify PSOs that they must implement and utilize the current reference table data in their Proprietary Systems, in accordance with the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-005	Validate and report that Proprietary Systems are utilizing current reference table data in accordance with processes and within timeframes in the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-006	Notify PSOs that they must implement and utilize the current version of the Exhibit S, HHSC EVV Business Rules for Proprietary Systems in their Proprietary System, in accordance with the Contractor's HHSC-approved Change Management Plan . Refer to Table 8 – Deliverables Requirements . Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems .
PSMR-007	Report on performance, compliance, and deficiencies of Proprietary Systems with respect to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies , and the requirements of this Contract. Report this information in the HHSC-approved Monthly Status Report or as otherwise directed by HHSC. Refer to Table 8 – Deliverables Requirements . Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies .
PSMR-008	Validate and report that PSOs have a process to require the completion of mandatory system training for EVV Users prior to using a Proprietary System in accordance with the Contractor's HHSC-approved Proprietary System Onboarding Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-009	Validate and report that PSOs have a process to require the completion of mandatory annual system training for EVV Users of a Proprietary System in accordance with the Contractor's HHSC-approved Proprietary System Onboarding Plan . Refer to Table 8 – Deliverables Requirements .

Proprietary System Management and Oversight	
Req ID	Detailed Requirements
PSMR-010	Validate and report that PSOs assign and provide role-based system access to HHSC-authorized users as defined in the Exhibit S, HHSC EVV Business Rules for Proprietary Systems in accordance with Contractor's HHSC-approved Proprietary System Onboarding Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-011	Coordinate the exchange of data between the Proprietary Systems, HHSC, and HHSC-approved Trading Partners to transmit data in accordance with format, content, and timeframes outlined in the Contractor's HHSC-approved Interface Control Document Refer to Table 8 – Deliverables Requirements .
PSMR-012	Validate that electronic verification methods provided by a Proprietary System comply with Exhibit Q, HHSC EVV Policies and Exhibit S, HHSC EVV Business Rules for Proprietary Systems as outlined in the Contractor's HHSC-approved Proprietary System Onboarding Plan . Refer to Table 8 – Deliverables Requirements . Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies .
PSMR-013	Validate that a Proprietary System does not impose a limit on the number of user accounts for Contractor, HHSC, MCOs, and other HHSC-approved entities prior to approving the Proprietary System.
PSMR-014	Develop, administer, and maintain an HHSC-approved Proprietary System Onboarding Plan . Refer to Table 8 – Deliverables Requirements .
PSMR-015	Develop and maintain HHSC-approved website content regarding PSOs that includes general information, the process for onboarding, the form/application to start the onboarding process, technical resources, contact information for approved PSOs, and other information as directed by HHSC.
PSMR-016	Coordinate the publication of updated HHSC-approved PSO website content with the MES service provider responsible for public-facing communications.
PSMR-017	Coordinate, validate, and report that testing is successfully completed between PSOs and HHSC-approved Trading Partners in accordance with processes and timeframes in the Contractor's HHSC-approved Test Plan or as directed by HHSC. Refer to Table 8 – Deliverables Requirements .
PSMR-018	Conduct readiness reviews to determine if a Proprietary System complies with Exhibit S, HHSC EVV Business Rules for Proprietary Systems, Exhibit Q, HHSC EVV Policies and other HHSC-defined requirements. Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies .
PSMR-019	Approve Proprietary Systems for use in Texas if the PSO complies with Exhibit S, HHSC-EVV Business Rules for Proprietary Systems, Exhibit Q, HHSC EVV Policies and other HHSC-defined requirements. Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems and Exhibit Q, HHSC EVV Policies .
PSMR-020	Provide capacity to conduct at least twenty (20) readiness reviews of new Proprietary Systems each Contract Year.
PSMR-021	Provide capacity to conduct at least fifty (50) expedited Proprietary System readiness reviews each Contract Year. An expedited Proprietary System readiness

Proprietary System Management and Oversight	
Req ID	Detailed Requirements
	review can occur when a Program Provider or FMSA applies to use a Proprietary System which has been previously approved for use by another Program Provider or FMSA.
PSMR-022	Provide an annual schedule of Proprietary System readiness review opportunities for HHSC approval.
PSMR-023	Validate and report that all approved Proprietary Systems have implemented the current version of Exhibit S, HHSC EVV Business Rules for Proprietary Systems within one hundred and twenty (120) Calendar Days, or another mutually agreed upon timeframe, after HHSC notifies Contractor in writing of updates to Exhibit S, HHSC EVV Business Rules for Proprietary Systems . Refer to Exhibit S, HHSC EVV Business Rules for Proprietary Systems .
PSMR-024	Establish a HHSC-approved process for Program Providers and FMSAs to apply for Proprietary System approval.
PSMR-025	Track and report Proprietary System approval status to HHSC.

2.1.7.1 Proprietary System Management Key Performance Measures (PSMK)

The requirements listed in **Table 33 – Proprietary System Management Key Performance Measures** below describe the level of performance required by the Contractor for Project Management.

Table 33 – Proprietary System Management Key Performance Measures

Proprietary System Management		
Req ID	Key Performance Measures	Liquidated Damages
PSMK-001	Complete ninety-eight percent (98%) of Contractor's assigned tasks related to Proprietary System Onboarding in accordance with timeframes in Contractor's HHSC-approved Proprietary System Onboarding Plan.	HHSC will assess \$1,000 for each percentage point, or portion thereof, below the ninety-eight percent (98%) standard.

2.2 CONTRACT AWARD, TERM, AND HISTORICAL COMPENSATION

2.2.1 Contract Award and Execution

HHSC intends to award one (1) Contract as a result of this Solicitation. Any Award is contingent upon approval of the Executive Commissioner or their designee.

If, for any reason, a Contract cannot be negotiated with a Respondent selected for Award on terms HHSC determines reasonable within forty (40) Calendar Days of HHSC's determination to seek to contract with that Respondent, HHSC may avail itself of any option permissible under applicable law including, but not limited to, negotiate a Contract

with the next highest scoring Respondent, make a partial award, or withdraw the Solicitation.

2.2.2 Contract Term

HHSC anticipates that the Base Contract Term of any Contract resulting from this Solicitation will be for a period of four (4) years (Base Contract Term). HHSC, at its sole discretion, may renew or extend the Contract. However, in no event may the Contract term, including all renewals, exceed seven (7) years. Notwithstanding the limitation in the preceding sentence, HHSC, at its sole discretion, also may extend the Contract beyond seven (7) years as necessary to ensure continuity of service, for purposes of transition, to address immediate operational or service delivery needs, or as otherwise determined by System Agency to serve the best interest of the State.

Table 34 – Project Schedule

Project Schedule		
Milestone	Duration (Calendar)	Anticipated Start Date
Transition Phase	Five (5) months	3/1/2023
Operations Phase	Three (3) years seven (7) months	8/1/2023
Optional Contract Renewal(s)	Up to three (3) additional years	3/1/2027
Turnover Phase	Twelve (12) months prior to end of Contract Term	3/1/2026

2.2.3 Historical Compensation

Historically, the estimated contract cost attributable to EVV Services is \$31,045,337.13 million dollars for SFY 2020. Contracted cost for SFY 2021 attributable for EVV Services was \$27,119,778.57. Notwithstanding **Section 2.2.3 Historical Compensation**, HHSC reserves the right to adjust any projected amount based on State funding during the term of a resulting Contract.

2.3 DATA USE AGREEMENT AND SECURITY PRIVACY INQUIRY

By entering into a Contract with HHSC as a result of this Solicitation, Respondent agrees to be bound by the terms of the Data Use Agreement attached as **Exhibit H, Data Use Agreement (DUA)**.

Respondents must complete and return with their Solicitation Response **Exhibit H-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI)**.

2.4 NO GUARANTEE OF VOLUME, USAGE, OR COMPENSATION

HHSC makes no guarantee of volume, usage, or total compensation to be paid to any Respondent under any awarded Contract, if any, resulting from this Solicitation. Any awarded Contract is subject to appropriations and the continuing availability of state funds.

HHSC reserves the right to cancel, make partial Award, or decline to award a Contract under this Solicitation at any time at its sole discretion.

ARTICLE III. ADMINISTRATIVE INFORMATION

3.1 SCHEDULE OF EVENTS

EVENT	DATE/TIME
Solicitation Posting Date to ESBD	APRIL 26, 2022
Pre-proposal Conference and HSP Training Attendance is Optional	MAY 4, 2022, at 11:00 AM CT
Deadline for Submitting Questions or Requests for Clarification	MAY 5, 2022, at 4:30 PM CT
Tentative Date Responses to Questions or Requests for Clarification Posted on ESBD	MAY 23, 2022
Submission deadline for courtesy HSP review	MAY 23, 2022, at 10:30 AM CT
Deadline for Submission of Solicitation Responses <i>[NOTE: Responses must be RECEIVED by HHSC by the deadline.]</i>	JUNE 7, 2022, at 10:30 AM CT
Evaluation Period	JUNE 2022 – AUGUST 2022
Demonstrations	AUGUST 2022
Anticipated Notice of Award	MARCH 2023
Anticipated Contract Start Date	MARCH 2023

Respondents must submit their Solicitation Responses to HHSC in accordance with the due date and time indicated in this Schedule of Events or as changed via an Addendum posted to the ESBD.

NOTE: All dates are tentative and HHSC reserves the right to modify these dates at any time. At the sole discretion of HHSC, events listed in the Schedule of Events are subject to scheduling changes and cancellation. Scheduling changes or cancellation determinations made prior to the deadline for submission will be published by posting an Addendum to the ESD. After the deadline for submission, if there are delays that significantly impact the anticipated award date, HHSC, at its sole discretion, may post updates regarding the anticipated award date to the [Procurement Forecast](#) on the HHS Procurement Opportunities web page. Each Respondent is responsible for checking the ESD and [Procurement Forecast](#) for updates.

By submitting a Solicitation Response, Respondent represents and warrants that any individual submitting the Solicitation Response and any related documents on behalf of the Respondent is authorized to do so and to bind the Respondent under any Contract that may result from this Solicitation.

3.2 **AMBIGUITY, CONFLICT, OR DISCREPANCY**

Respondent must notify the Sole Point of Contact listed in **Section 3.3.1** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation in the manner and by the deadline described in **Section 3.3.4, Solicitation Questions**.

Respondent submits a Solicitation Response at its own risk.

If Respondent fails to properly and timely notify the Sole Point of Contact listed in **Section 3.3.1** of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the Solicitation, Respondent, whether awarded a Contract or not:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. Must not contest the interpretation by HHSC of such provision(s); and
- c. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

3.3 **INQUIRIES**

3.3.1 **Sole Point of Contact**

All requests, questions, or other communication about this Solicitation shall be made in writing to HHSC PCS, addressed to the person listed below (Sole Point of Contact).

Name	Andrick Reese, CTCD, CTCM
Title	Contract Specialist V
Phone	Phone #: 512/406-2606
Email	Andrick.Reese@hhs.texas.gov

See also, **Section 3.3.3, Exception to Sole Point of Contact** below.

3.3.2 Prohibited Communication

Except as provided in **Section 3.3.1, Sole Point of Contact** and **Section 3.3.3, Exception to Sole Point of Contact**, potential Respondents and Respondents are prohibited from any communication with HHSC regarding the Solicitation. HHSC its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through HHSC designated staff as provided by **Section 3.3, Inquiries**. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these restrictions may result in disqualification of Respondent's Solicitation Response.**

3.3.3 Exception to Sole Point of Contact

Exceptions to **Section 3.3.1** are as follows:

- a. Respondents with questions relating to the HUB Subcontracting Plan are permitted to direct those questions to the HUB coordinator at Cheryl.Bradley@hhs.texas.gov.
- b. Where it is expressly directed by the Sole Point of Contact that another designated HHSC representative may speak to the Respondent, such as during Contract negotiations. Respondents are required to ensure that communications have been authorized by the Sole Point of Contact before engaging in such communication. Failure to comply with this requirement may result in the disqualification of a Respondent's Solicitation Response.

3.3.4 Solicitation Questions

HHSC will allow written questions and requests for clarification regarding this Solicitation. Questions must be submitted by e-mail to the Sole Point of Contact listed in **Section 3.3.1** by the deadline established in **Section 3.1, Schedule of Events**. Responses to questions or other written requests for clarification will be consolidated and posted to the ESBD and will not be provided individually to requestors.

HHSC reserves the right to amend answers previously posted, prior to the Solicitation response deadline listed in **Section 3.1, Schedule of Events**. Amended answers will be posted on the ESBD. It is the Respondent's responsibility to check the ESBD. HHSC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

- a. All questions and requests for clarification must include the following information:
 1. Solicitation number;
 2. Solicitation package reference (page number, section, and exhibit or attachment, if applicable; may also reference **Attachment A-2, Procurement Library** documents in this manner, if applicable);
 3. Question topic (e.g., "Schedule of Events," or "**Attachment A-1, Pricing Workbook**"); and
 4. Question for HHSC.

- b. Requestor contact information below must be included in the body of the e-mail and submitted with the question(s):
1. Company name;
 2. Company representative name;
 3. Phone number; and
 4. E-Mail address.

Questions or requests for clarification received after the deadline in **Section 3.1, Schedule of Events**, may be reviewed by HHSC but may not be answered. Only answers to questions submitted to the Sole Point of Contact in writing, in accordance with this section, are binding.

3.4 PRE-PROPOSAL CONFERENCE

3.4.1 Attendance

HHSC PCS will conduct a pre-proposal conference and HSP webinar. Attendance is optional but highly recommended.

Attendees to virtual pre-proposal conferences are required to send an email to the Sole Point of Contact listed in **Section 3.3.1**, advising of participation in the pre-proposal conference and HSP training. Attendees must provide their name, phone number, and name of the company they are representing regardless of whether the pre-proposal conference is in-person or virtual.

3.4.2 Conference Logistical Information

HHSC PCS will hold the pre-proposal conference and HSP webinar on the date and time set out in **Section 3.1, Schedule of Events**.

People with disabilities who wish to attend the meeting and require auxiliary aids or services should contact the Sole Point of Contact identified in **Section 3.3.1, Sole Point of Contact**, at least seventy-two (72) hours before the meeting in order to have reasonable accommodations made by HHSC.

Participants must register for the webinar conference prior to the event. After registration, participants will receive another email with the actual link to the webinar.

Webinar Information:

Webinar Link: <https://attendee.gotowebinar.com/register/7581081416981877518>

Audio Only: 1 (631) 992-3221

At prompt enter passcode: 622-636-360

3.4.3 Questions at Pre-Proposal Conference

- a. Reference **Section 3.3.4, Solicitation Questions** for the required format and information to be provided for submission of questions and requests for clarification.

- b. Attendees may submit questions at the conference. All questions must be in the required format and include the information as referenced in **Section 3.3.4, Solicitation Questions**.
- c. During the conference, HHSC may provide responses to questions and requests for clarification, but only written responses posted by HHSC PCS as an Addendum to the Solicitation on the ESBD will be considered an official, binding update to the Solicitation.
- d. HHSC reserves the right to amend, prior to the Solicitation Response Deadline, answers previously posted. Amended answers will be posted on the ESBD. Notification of posting will be in accordance with **Section 3.1, Schedule of Events**.
- e. Conversations with HHSC program area staff **before or after the pre-proposal conference and HSP training** are prohibited.

3.5 PROCUREMENT LIBRARY

HHSC will maintain a **Procurement Library** for this Solicitation containing certain reference information that will be located on the ESBD. HHSC will update, add, or remove documents in the **Attachment A-2, Procurement Library** as needed, and it is the Respondent's responsibility to check the ESBD for any updates that will be posted via an Addenda.

3.6 SOLICITATION RESPONSE COMPOSITION

3.6.1 General Information

Failure to submit all required Solicitation Response documents in the required format(s) may result in disqualification of the Solicitation Response without further consideration **Section 3.7.3, Submission Checklist**. Respondent shall prepare a Solicitation Response that clearly and concisely represents its qualifications and capabilities. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Respondent should focus on the instructions and requirements of the Solicitation.

3.6.2 Page Limit and Supporting Documentation

The Narrative Proposal, described in Article V, must not exceed three hundred (300) pages in length, not including supporting documentation provided as appendices or attachments to the Narrative Proposal. A Narrative Proposal may be submitted with supporting documentation if (1) complete and concise responses cannot be provided within the Narrative Proposal without referencing the supporting documentation, (2) the Narrative Proposal clearly specifies the location (e.g., file, page, section, and/or paragraph) where the supporting information can be found, and (3) such supporting documentation is submitted as part of the Solicitation Response.

The Narrative Proposal must be properly paginated, formatted as an 8 ½" x 11" page with 1-inch margins, and use a 12 point or larger font, except that a smaller font may be used for page headers and footers, footnotes, and illustrations such as tables, charts, diagrams, figures, graphs and other visual aids. If a font smaller than 12 point is used, the text when printed on 8 ½" x 11" paper must not require magnification to be legible. Times New Roman font is preferred.

The Narrative Proposal must not include other documents embedded as electronic files within the text. The Narrative Proposal, including supporting documentation, submitted as an electronic file should be pre-formatted for printing on 8 ½" x 11" paper.

3.6.3 Discrepancies

In the event of any discrepancies or variations between copies, HHSC is under no obligation to resolve the inconsistencies and may make its scoring and selection decisions, accordingly, including the decision to potentially disqualify a Solicitation Response. If Respondent is required to designate an "Original" Solicitation Response but fails to do so, HHSC, in its sole discretion, will determine the version to be used as the original or may disqualify the Solicitation Response. If the Respondent submits a redacted Solicitation Response as the "Original," HHSC will disqualify the Solicitation Response and it will not be evaluated. HHSC will not accept submissions after the "Deadline for Submission of Solicitation Responses" in the **Schedule of Events, Section 3.1** to remedy discrepancies or variations in Solicitation Response submissions.

3.6.4 Exceptions

Respondents are highly encouraged, in lieu of including exceptions in their Solicitation Responses, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to **Section 3.3.4, Solicitation Questions**.

Any exception included in a Solicitation Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Solicitation Response, Respondent is required to use the **Exceptions Form** included as **Exhibit F** to this Solicitation and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Exhibit F** may be rejected without consideration.

No exception, nor any other term, condition, or provision in a Solicitation Response that differs, varies from, or contradicts this Solicitation will be considered to be part of any Contract resulting from this Solicitation unless expressly made a part of the Contract in writing by HHSC.

3.6.5 Assumptions

Respondent must identify on the **Exhibit G, Assumptions Form** any business, economic, legal, programmatic, or practical assumptions that underlie the Respondent's response to the Solicitation. HHSC reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any Contract resulting from this RFO are deemed rejected by HHSC.

3.6.6 Binding Offer

A Solicitation Response should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Solicitation Responses constitute binding offers. **Any Solicitation Response that includes any type of disclaimer or other statement indicating that the response does not constitute a binding offer may be disqualified.**

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with **Section 3.6.4, Exceptions** or **Section 3.6.5,**

Assumptions, the Respondent may be disqualified from further consideration for Contract award.

3.7 SOLICITATION RESPONSE SUBMISSION AND DELIVERY

3.7.1 Deadline

Solicitation Responses must be received at the address in **Section 3.7.4, Labeling and Delivery for USB Submission and Other Materials** and time stamped by HHSC PCS no later than the date and time specified in **Section 3.1, Schedule of Events**.

Solicitation Responses received after the deadline specified in Section 3.1, Schedule of Events will be rejected and not considered for Contract award.

3.7.2 Submission Option

a. Submission Option #1: Respondent shall submit two USB drives—one (1) labeled “Original Proposal” and one (1) labeled “Copy”—containing the following documents:

1. Each USB must contain one file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF), unless otherwise specified for a particular attachment or exhibit.
2. If applicable in accordance with **Section 9.1.5, Public Information Act – Respondent Requirement Regarding Disclosure**, each USB must contain one file named “Public Information Act Copy” that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
3. In accordance with **Section 7.1, Cost Proposal**, one (1) file named “Pricing Narrative” that contains the Respondent’s cost proposal in searchable PDF.
4. In accordance with **Section 7.1, Cost Proposal**, one (1) file named “Pricing Workbook” that includes the completed Exhibit in MS Excel format with active formulas (compatible with Microsoft Office 2016).
5. In accordance with **Section 6.8, HUB Subcontracting Plan**, each USB must contain one file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.

b. Submission Option #2: Respondent shall submit the following through the Online Bid Room utilizing the procedures in **Exhibit K, Online Bid Room Instructions**:

1. One file named “Original” that contains the Respondent’s entire Solicitation Response (except the cost proposal and HUB Subcontracting Plan) in searchable portable document format (PDF), unless otherwise specified for a particular attachment or exhibit.

2. If applicable in accordance with **Section 9.1.5, Public Information Act – Respondent Requirements Regarding Disclosure**, one file named “Public Information Act Copy” that contains the Respondent’s entire Solicitation Response, including all exhibits and attachments, in searchable PDF.
3. In accordance with **Section 7.1, Cost Proposal**, one (1) file named “Pricing Narrative” that contains the Respondent’s cost proposal in searchable PDF.
4. In accordance with **Section 7.1, Cost Proposal**, one (1) file named “Pricing Workbook” that includes the completed Exhibit in MS Excel format with active formulas (compatible with Microsoft Office 2016).
5. In accordance with **Section 6.8, HUB Subcontracting Plan**, one (1) file named “HUB Subcontracting Plan” in searchable PDF, that contains the Respondent’s HUB Subcontracting Plan and all supporting documentation.

3.7.3 Submission Checklist

Solicitation Consideration and Award Consideration Documents, reference **Section 1.2, Definitions** must be submitted by the deadline for Solicitation Response submissions, reference **Section 3.1, Schedule of Events**. Solicitation Consideration Documents will be reviewed as received, and Respondent will not have an opportunity to remedy missed requirements. At its sole discretion, HHSC may request some or all of the Respondents to remedy missing elements of Award Consideration Documents. Those marked “SC” are Solicitation Consideration Documents and those marked “AC” are Award Consideration Documents.

The Solicitation Response must be submitted using one of the approved methods identified in **Section 3.7, Solicitation Response Submission and Delivery**. Below are the documents required to be submitted with the Solicitation Response. Where searchable PDF files are required, submission of non-searchable (image only) PDF files may result in disqualification from further consideration for Contract award.

A.	Proposal and Respondent Information			
1.	Narrative Proposal	(Section 5.1)	SC	_____
2.	Company Information	(Section 6.1)	SC	_____
3.	Franchise Tax – Right to Transact Business in Texas	(Section 6.2)	AC	_____
4.	References	(Section 6.3)	AC	_____
5.	Major Subcontractor Information	(Section 6.4)	SC	_____
6.	HHS Solicitation Affirmations V 2.2	(Section 6.5, Exhibit A)	SC	_____
7.	Federal Assurances – Non-Construction Programs	(Section 6.5, Exhibit D)	AC	_____

8.	Certification Regarding Lobbying	(Section 6.5, Exhibit E)	AC	_____
9.	Exceptions (if applicable)	(Section 3.6.4, Exhibit F)	AC	_____
10.	Assumptions (if applicable)	(Section 3.6.5, Exhibit G)	AC	_____
11.	Dun and Bradstreet Report	(Section 6.7.1)	AC	_____
12.	Financial Statements and Financial Solvency	(Section 6.7.2)	AC	_____
13.	Corporate Guarantee	(Section 6.8)	AC	_____
14.	Data Use Agreement and Security Privacy Inquiry	(Section 2.3, Exhibit H-1)	AC	_____
15.	Secretary of State Certification	(Section 6.10)	AC	_____
16.	Insurance	(Section 9.2., Exhibit J)	AC	_____
B.	Cost Proposal			
17.	Pricing Narrative	(Article VII)	SC	_____
18.	Pricing Workbook	(Article VII, Attachment A-1)	SC	_____
C.	HUB Subcontracting Plan and Submittal Requirements		(Section 6.9 and Exhibit I)	SC

3.7.4 Labeling and Delivery for USB Submission and Other Materials

Respondent must deliver Solicitation Responses submitted via USB by one of the methods below.

Overnight/Express/Priority Mail	Hand Delivery
Health and Human Services Commission ATTN: Response Coordinator Tower Building, Room 108 1100 W. 49th St., MC 2020 Austin, Texas 78756	Health and Human Services Commission ATTN: Response Coordinator 1100 W. 49th St., MC 2020 Austin, Texas 78756

BE ADVISED, all Solicitation Responses become the property of HHSC after submission and will not be returned to the Respondent. It is the Respondent's responsibility to appropriately mark and deliver the Solicitation Response to HHSC PCS by the specified date. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice of receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

Each Respondent is solely responsible for ensuring its Solicitation Response is submitted in accordance with all Solicitation requirements, including, but not limited to, proper labeling of packages, sufficient postage, or delivery fees, and ensuring timely receipt by HHSC. **In no event will HHSC be responsible or liable for any delay or error in delivery. Solicitation Response must be RECEIVED by HHSC PCS by the Solicitation Response Deadline identified in Section 3.1, Schedule of Events.**

Solicitation Responses submitted via USB by mail or hand delivery shall be placed in a sealed package. The sealed package and the USB drives shall be clearly labeled on the outside as follows:

SOLICITATION NO:	HHS0011055
SOLICITATION NAME	EVV System Management Services
SOLICITATION RESPONSE DEADLINE	June 7, 2022 @ 10:30 AM Central Time
PURCHASER NAME:	Andrick Reese, CTCD, CTCM
RESPONDENT NAME:	

It is Respondent's sole responsibility to ensure that packaging is sufficient to prevent damage to contents. HHSC will not be responsible or liable for any damage, and damaged Solicitation Responses will not be considered at HHSC sole discretion.

HHSC will not be held responsible for any Solicitation Response that is mishandled prior to receipt by HHSC PCS. It is the Respondent's sole responsibility to mark appropriately and deliver the Solicitation Response to HHSC PCS by the specified date and time. HHSC will not be responsible for late delivery, inappropriately identified documents, or other submission errors that may lead to disqualification or nonreceipt of the Respondent's Solicitation Response.

3.7.5 Modifications and Withdrawals

Prior to the Solicitation Response submission deadline in **Section 3.1, Schedule of Events**, Respondent may: (1) withdraw its Solicitation Response by submitting a written request to the Sole Point of Contact identified in **Section 3.3.1, Sole Point of Contact**; or (2) modify its Solicitation Response by submitting a written amendment to the Sole Point of Contact identified in **Section 3.3.1, Sole Point of Contact**. When modifying its Solicitation Response, Respondent must include in writing the section(s) of its submission that will be replaced or removed by the amendment.

ARTICLE IV. SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS

4.1 CONFORMANCE WITH STATE LAW

Solicitation Responses shall be evaluated in accordance with Texas Government Code §2157.003. HHSC shall not be obligated to accept the lowest priced Solicitation Response

but shall make an Award to the Respondent that provides the best value to the State of Texas.

4.2 BEST VALUE DETERMINATION

4.2.1 Selection Methodology

Solicitation Responses that meet the minimum qualifications will be submitted to the evaluation team for review and scoring. Each member of the evaluation team will receive a copy of each responsive Solicitation Response. The evaluators will review the Solicitation Responses considering the criteria listed in **Section 4.2.5, Written Response Evaluation Criteria**.

Evaluators will individually score the Solicitation Responses. This procurement will utilize an aggregated individual evaluation methodology as outlined by this section. Demonstrations will be used to make a selection for Contract award, as outlined by this section.

The following subsections describe the evaluation process, including any criteria for advancement to the various phases of evaluation, if applicable.

4.2.2 Minimum Qualifications

Respondents must meet the minimum qualifications listed below. Failure to meet any of the minimum qualifications below will result in disqualification without the opportunity to remedy any discrepancies. Respondents should ensure they are providing adequate documentation to meet the requirements below upon submission of the Solicitation.

a. **THE RESPONDENT MUST AFFIRM THE FOLLOWING IN ITS RESPONSE:**

“<LEGAL NAME OF RESPONDENT> HAS THE ABILITY TO CONTRACT WITH AN SPSO TO OPERATE A STATE POOL SYSTEM IN COMPLIANCE WITH THE REQUIREMENTS STATED IN THIS SOLICITATION NO LATER THAN TWO (2) CALENDAR DAYS FOLLOWING THE CONTRACT EFFECTIVE DATE;

- b. Respondents must have a minimum of five (5) years of experience operating, providing, and maintaining EVV Systems and Services or the Principals/Owners must have five (5) years of recent ownership or executive management experience in a company that provided Services for projects of similar size and scope, see **Section 6.1.1, Company Narrative**;
- c. Respondents must submit at least three (3) references from projects performed within the last five (5) years that demonstrate the Respondent’s ability to perform the SOW described in the Solicitation see **Section 6.1.2, References**; and
- d. Respondents must provide documentation that the systems being considered for the State Pool System is/has been CMS certified in at least one (1) state in the United States; must include accessibility disclosure information. This can be in the form of a Voluntary Product Accessibility Template® VPAT® or another method that provides substantially the same information. Refer to **Exhibit L, Voluntary Product Accessibility Template® (VPAT)®**.

4.2.3 Initial Compliance Screening

HHSC will review Solicitation Responses for compliance with **Section 3.7.3, Submission Checklist** and for demonstrated ability to meet the minimum qualifications listed in **Section 4.2.2, Minimum Qualifications** required to advance to evaluations. Failure to meet the minimum qualifications listed in **Section 4.2.2, Minimum Qualifications** will result in the disqualification of the Solicitation Response.

HHSC will automatically disqualify any Solicitation Response that does not include one or more of the completed and signed (as applicable) Solicitation Consideration Documents listed in **Section 3.7.3, Submission Checklist**.

At its sole discretion, HHSC may disqualify any Solicitation Response that does not include all required Award Consideration Documents. Refer to **Section 3.7.3, Submission Checklist**.

HHSC may contact references provided in response to this Solicitation. HHSC may contact Respondent's clients, or solicit information from any available source, including the Comptroller's VPTS. Any information received may be grounds for disqualification if that information, in HHSC's sole discretion, suggests that the Respondent may perform poorly if selected.

4.2.4 Written Solicitation Response Evaluation

Each member of the evaluation team will read the Solicitation Responses in preparation for evaluation. The evaluation team will score all Solicitation Responses that pass initial screening described in **Section 4.2.3, Initial Compliance Screening**. Solicitation Responses will be scored against the criteria in **Section 4.2.5, Written Response Evaluation Criteria**.

Solicitation Responses will be evaluated utilizing aggregated individual scoring and any other methods outlined in **Article IV, Solicitation Response Evaluation and Award Process**. The individual evaluators' scores will be aggregated and weighted, resulting in the Final Written Response Scores, unless BAFOs are conducted.

4.2.5 Written Response Evaluation Criteria

Solicitation Responses shall be consistently evaluated and scored in accordance with the following criteria. See also, **Exhibit M, Evaluation Tool**.

1. Project Work Plan (50%)
2. Relevant Qualifications, Past Performance and Experience (10 %)
3. Personnel, Organization and Qualifications (10 %)
4. Cost and Comprehensiveness of Pricing Schedule (30 %)

4.2.6 Advancement Criteria

After the written Solicitation Response evaluation, Respondents may be selected for invitation to Demonstrations using the Advancement Criteria specified by this section. Advancement to Demonstrations will be determined by the Competitive Range.

HHSC will limit advancement to secondary evaluation activities, and further award consideration, to Respondents that meet the specified Advancement Criteria.

The Competitive Range will consist of the Solicitation Responses that receive the highest scores or most satisfactory ratings, based on the published evaluation criteria and

procedures governing this procurement. Cutoff for the Competitive Range will be based on the “natural break” in scores and on reasoned judgment that Solicitation Responses below the cutoff cannot be made successful through clarification and negotiation. By way of example, in a scenario where initial evaluation scores are 97, 93, 82, 81, 79 and 68, the Competitive Range may include only the top two Respondents. HHSC is not obligated to enforce a natural break in scores and reserves the right to advance as many or as few Proposals as qualified under this criteria.

4.2.7 Demonstrations

To further identify the Respondent providing best value, Demonstrations may be requested. The Advancement Criteria, as described by **Section 4.2.6, Advancement Criteria**, will be utilized to determine which Respondents will advance to Demonstrations.

Respondents selected for Demonstrations will be the final group of Respondents eligible for award. Demonstrations will allow for points to be added to Final Written Response Score in accordance with **Section 4.2.8, Demonstration Criteria**.

Respondents will be provided with advance notice of any such Demonstration and are responsible for their own presentation equipment. Advance notice will include an agenda and specific scenarios or use cases for each category or criteria listed in **Section 4.2.8, Demonstration Criteria**. Failure to participate in the requested Demonstration may eliminate a Respondent from further consideration. HHSC is not responsible for any costs incurred by the Respondent in preparation for any Demonstration. All costs incurred by Respondent are the responsibility of Respondent.

4.2.8 Demonstration Criteria

Demonstrations may add up to a possible ten (10) additional points to a Respondent’s Final Written Solicitation Response Score.

The opportunity to participate in **Demonstration** will be given in accordance with **Section 4.2.1 Selection Methodology**.

Demonstrations will be scored based on Respondent’s performance under the categories included in **Table 35 – Demonstration Use Cases** below. Specific Use Cases will be provided only to those respondents who meet the advancement criteria listed in **Section 4.2.6, Advancement Criteria**.

Table 35 – Demonstration Use Cases provides a description of the categories of Use Cases that the Respondent will be expected to demonstrate.

Table 35 – Demonstration Use Cases

#	Use Case Category
1	Clock-in and Clock-out Methods
2	Visit Maintenance
3	Profile Setup
4	Reporting

When considering the success of each scenario, Evaluators may refer to the following table and may consider some or all of the usability guidelines listed below and will score the categories in accordance with **Exhibit P, Demonstration Consensus Scoring Rubric.**

(Remainder of this page intentionally left blank)

Table 36 – Guidelines for Use Case Evaluation

Guidelines for Use Case Evaluation		
#	Guideline	Explanation
1	Visibility of system status	The system shall keep users informed about what is going on, through appropriate feedback within reasonable time.
2	Match between system and the real world	The system shall speak the user's language with words, phrases, and concepts familiar to the user, rather than system-oriented terms. Follow real-world conventions and make information appear in natural order.
3	User control and freedom	Users often choose system functions by mistake and will need a clearly marked "emergency exit" to leave the unwanted state without having to go through an extended dialogue. Support undo and redo.
4	Consistency and standards	Users shall not have to wonder whether different words, situations, or actions mean the same thing. Follow platform conventions.
5	Error prevention	Even better than good error messages, is a careful design which prevents a problem from occurring in the first place. Eliminate error-prone conditions or handle them gracefully.
6	Recognition rather than recall	Minimize the user's memory load by making objects, actions, and options visible. The user shall not have to remember information from one part of the dialogue to another.
7	Flexibility and efficiency of use	Accelerators – unseen by the novice user – may often speed up interaction for the expert user such that the system can cater to both inexperienced and experienced users.
8	Help users recognize, diagnose, and recover from errors	Error messages shall be expressed in plain language (no codes), precisely indicate the problem, and constructively suggest a solution.
9	Avoid hard mental Operations and lower workload	Do not force the user into hard mental operation and keep the user's workload at a minimum.
10	Avoid forcing the user to premature commitment	Do not force the user to perform a particular task or decision until it is needed. Will the user know why something must be done?
11	Provide functions that are of utility to the user	Consider whether the functionality described is likely to be useful to users and whether functions/data are missing.

Source: Kasper Hornbæk, University of Copenhagen, Dept. of Computer Science; Rune Thaarup Høegh, Aalborg University, Dept. of Computer Science; Michael Bach Pedersen, ETI A/S, Bouet Moellevæg; and Jan Stage, University of Copenhagen, Dept. of Computer Science (2007), Use Case Evaluation (UCE): A Method for Early Usability Evaluation in Software Development.

4.2.9 Best and Final Offer (BAFO)

HHSC may, at its sole discretion, following the execution of **Section 4.2.1, Selection Methodology** request BAFOs from all Respondents or, if applicable, only those

Respondents whose Solicitation Responses meet the Advancement Criteria listed in **Section 4.2.6, Advancement Criteria**. The request for a BAFO will allow a Respondent the opportunity to revise its original Solicitation Response, including pricing, or leave its Solicitation Responses originally submitted. Revisions must be submitted in the manner and form prescribed by the BAFO request. Requests will be sent to the point of contact provided by the Respondent. HHSC is not responsible for a Respondent's failure to timely receive the BAFO request.

HHSC reserves the right to request more than one BAFO from each of the selected Respondents. If a response is submitted to a request for a BAFO, the Final Written Response Scores or Total Score as outlined by **Section 4.2.10, Final Written Response Score and Total Score** will be revised in accordance with the stated criteria in **Section 4.2.5, Written Response Evaluation Criteria** as to any changes made to the Respondent's original Solicitation Response. A request for a BAFO does not guarantee an award or further negotiations.

If BAFOs are requested by HHSC and submitted by the Respondent, they will be evaluated using the criteria stated in the BAFO invitation, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring Respondent. However, a Respondent should provide its best offer in its original Solicitation Response. Respondents should not expect or assume that HHSC will request a BAFO.

4.2.10 Final Written Response Score and Total Score

A Respondent that does not meet the Advancement Criteria listed in **Section 4.2.6, Advancement Criteria** will not be asked to Demonstrations, will receive no points for the Demonstrations added to their Final Written Response Score, their Final Written Response Score will be considered their Total Score, and the Respondent will not be further considered for Contract award. For Respondents meeting the Advancement Criteria and who are invited to Demonstrations, up to ten (10) additional points may be added to the Final Written Response Score. The Total Score will be the Final Written Response Score plus any additional points received. If BAFOs are conducted, the Total Score may be adjusted in accordance with **Section 4.2.9, Best and Final Offer**. Total Score may not always determine best value or selection for negotiation and award, see **Section 4.2.11, Summary of Best Value Determination** for more information.

4.2.11 Summary of Best Value Determination

The final selection for award will be based on best value, as determined by this section. This includes any scoring adjustments for outliers, interviews, best and final offers, oral presentations, demonstrations, site visits, or other additional considerations as specified by this solicitation. Respondents are encouraged to thoroughly review the processes outlined in this section, as it documents the best value considerations to be made by HHSC when selecting a Respondent for negotiation and Contract award.

4.3 QUESTIONS OR REQUESTS FOR CLARIFICATION

By submitting a Solicitation Response, Respondent grants HHSC the right to ask questions, request clarifications and to obtain any information from any lawful source regarding the past history, practices, conduct, ability, and eligibility of the Respondent to supply Goods or Services and to fulfill requirements under this RFO, and the past history, practices, conduct, ability, and eligibility of any director, officer, or key employee of the Respondent.

By submitting a Solicitation Response, the Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of HHSC. Such information may be taken into consideration in evaluating the Solicitation Response.

ARTICLE V. NARRATIVE PROPOSAL

5.1 NARRATIVE PROPOSAL

5.1.1 Transmittal Letter (Section 1)

The Respondent will provide a transmittal letter, signed by an individual authorized to legally bind the Respondent to the terms and conditions of this Solicitation and identifying the individuals authorized to negotiate on behalf of the Respondent. This letter will also include contact information for these individual(s).

5.1.2 Executive Summary (Section 2)

The Respondent must provide a high-level overview of the Respondent's approach to meeting the requirements contained in **Article II, Scope of Work**. The summary must demonstrate an understanding of HHSC's goals and objectives for this Solicitation. The Executive Summary must not exceed five (5) pages and must represent a full and concise summary of the Solicitation Response for the Contractor EVV System Management Services.

5.1.3 Project Work Plan (Section 3)

The Respondent must describe the Respondent's proposed processes and methodologies for providing all components described in **Article II, Scope of Work**, including the Respondent's approach to meeting the Project Work Schedule. Respondent must identify all tasks to be performed, including all Project activities, materials and other products, Services, and reports to be generated during the Contract Term and relate them to the stated purpose(s) and specifications described in this Solicitation.

The Respondent's Project Work Plan must reflect a clear understanding of the nature of the Work to be undertaken and must include detailed descriptions of how the Respondent intends to meet each Work requirement within the proposed solution. Responses which simply repeat the requirement or include marketing materials will be considered non-responsive.

The Respondent's proposal for the Project Work Plan must be submitted in the following structure, and include a description of the following business and service components:

- a. Project Management - see **Section 5.1.3.1, Project Management Proposal** for description;
- b. Transition and Conversion - see **Section 5.1.3.2, Transition and Conversion** for description;
- c. State Pool System - see **Section 5.1.3.3, State Pool System** for description;
- d. Application Services - see **Section 5.1.3.4, Application Services** for description;
- e. Business Services - see **Section 5.1.3.5, Business Services** for description;
- f. Certification - see **Section 5.1.3.6, Certification** for description;
- g. Turnover - see **Section 5.1.3.7, Turnover** for description; and

h. Appendices - see **Section 5.1.3.8, Appendices** for description.

5.1.3.1 Project Management Proposal

The Respondent must provide a detailed description of how the Respondent proposes to meet each requirement under **Section 2.1.4.1, Project Management Requirements; Section 2.1.4.2, Staffing Requirements; Section 2.1.4.3, Contractor Facility Requirements; Section 2.1.4.4, Deliverables Requirements; and Section 2.1.4.6, Communication Requirements.**

5.1.3.2 Transition and Conversion

The Respondent must provide a detailed description on how the Respondent proposes to meet each requirement under **Section 2.1.3, Transition Requirements.** The Respondent is responsible for demonstrating an in-depth knowledge of conversion tasks necessary to move data from a legacy system to a service provider.

5.1.3.3 State Pool Systems

The Respondent must provide a detailed description on how the Respondent proposes to meet each requirement under **Section 2.1.5, State Pool System Management and Oversight Requirements, Section 2.1.6, State Pool System Operations Requirements, Section 2.1.6.1, Customer Support Requirements, Section 2.1.6.2, Call Center Requirements, Section 2.1.6.3, State Pool System Training Requirements, and Section 2.1.6.7, Alternative Device Management Requirements.**

Respondent must provide a detailed description on the Respondent's approach and timeline for onboarding the proposed State Pool System in accordance with the **State Pool System Onboarding Plan.**

Respondent must provide a detailed Project Work Schedule to execute the contract with the proposed SPSO to meet transition milestones as of the Contract Effective Date.

5.1.3.4 Application Services

The Respondent must provide a detailed description on how the Respondent proposes to meet each requirement under **Section 2.1.4.5, Business Continuity and Disaster Recovery Requirements; Section 2.1.4.9, Security Requirements; Section 2.1.4.10, Testing Requirements; Section 2.1.6.4, System Requirements; and Section 2.1.6.6, MITA Requirements.**

The Respondent is responsible for providing a service which minimizes the frequency and impact of system failures, reduces downtime, and minimizes recovery time in the event of catastrophic failure. In this section, provide details on the Respondent's approach to meeting those responsibilities.

The Respondent must describe the Respondent's approach to security architecture, including measures that provide security and protection for the States data.

The Respondent must detail the proposed approach to system support, including the levels of support offered and the process for requesting support.

The Respondent must describe the Respondent's approach to facilitating integration efforts for the proposed system with other information systems.

5.1.3.5 Business Services

The Respondent must provide a detailed description on how the Respondent proposes to meet each requirement under **Section 2.1.4.7, Support Services Requirements; Section 2.1.4.8, Litigation Support Requirements; Section 2.1.4.11, Training Requirements; and Section 2.1.7, Proprietary System Management and Oversight Requirements.**

5.1.3.6 Certification

The Respondent must provide a detailed description of how the Respondent proposes to meet each requirement under **Section 2.1.6.5, CMS Certification Requirements.** The Respondent is responsible for providing a Response which shows a thorough understanding of CMS certification processes and the Respondent's part in attaining CMS certification.

5.1.3.7 Turnover

The Respondent must provide a detailed description of how the Respondent proposes to meet each requirement under **Section 2.1.4.12, Turnover Requirements.** Responses must demonstrate total agreement for timeframes and data Turnover requirements.

5.1.3.8 Appendices

Respondent must include as part of the Respondent's proposed solution the following documents as part of the Solicitation response:

- a. Project Work Schedule;
- b. High Level Transition Plan; and
- c. Training Plan.

The Deliverables and plans must demonstrate how the Respondent proposes to meet the requirements and transition timeline of this Solicitation: Plans and Transition timeline must clearly articulate strategies Respondent will use to meet the proposed go-live date of **August 1, 2023.**

In addition, Respondent must complete the following if applicable:

- a. **Exhibit F, Exceptions Form;** and
- b. **Exhibit G, Assumptions Form.**

5.1.4 Organization Structure and Key Personnel Profile (Section 4)

Respondent must provide the proposed organizational structure to deliver the Services requested under this Solicitation with key personnel positions identified.

Respondent must provide the following for key personnel that will be responsible for the performance of the Services requested under this Solicitation:

- a. Candidate profile;
- b. Resume; and
- c. Two (2) external written references.

The profile, resume, and references must depict relevant and current experience no more than seven (7) years prior to the date of the issuance date of the Solicitation.

ARTICLE VI. REQUIRED RESPONDENT INFORMATION

6.1 COMPANY INFORMATION

In accordance with **Article III, Administrative Information**, Respondents must include the following information with their responses:

6.1.1 Company Narrative

Respondents must provide a detailed narrative explaining why they are qualified to provide the Services enumerated in **Article II, Scope of Work**, focusing on their key strengths and competitive advantages.

6.1.2 Company Profile

Respondents must provide a company profile, including:

- a. Their ownership structure (e.g., corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation.)* If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership of each joint venture member or affiliate and the percentage of the parent's ownership. The entity performing the majority of the Work under any Contract resulting from this RFO, throughout the duration of the Contract, must be the primary bidder. Finally, Respondents must provide their proposed operating structure for the Services requested under this Solicitation and which entities (i.e., parent company, affiliate, joint venture, subcontractor) will be performing them;
- b. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
- c. The location of company headquarters and any field office(s) that may provide Services for any resulting Contract under this Solicitation;
- d. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
- e. The name, address, and telephone number of Respondent's point of contact for any resulting Contract under this Solicitation;
- f. The name, address, and telephone number of Respondent's point of contact for any questions regarding the Solicitation Response;
- g. Indicate whether the company has ever been in contract with any Texas state agency. If "Yes," specify the contract term, for what duties, and for which agency; and

- h. Respondents must provide documentation that the systems being considered for the State Pool System is/has been CMS certified in at least one (1) State in the United States.

6.2 FRANCHISE TAX – RIGHT TO TRANSACT BUSINESS IN TEXAS

The Texas franchise tax is imposed on each taxable entity formed or organized in Texas or doing business in Texas. Respondent must provide their 11-digit Comptroller's Taxpayer Number or the 9-digit Federal Employer's Identification Number.

Respondent must be set up in the Texas franchise tax system prior to Contract award. Texas franchise tax information can be accessed at <https://comptroller.texas.gov/taxes/franchise/>.

6.3 REFERENCES

Respondents shall provide a minimum of three (3) references from similar contracts or projects performed, preferably for state and/or local government, within the last five (5) years. Respondents must verify current contracts and provide the following information:

- a. Client name;
- b. Contract/Project description;
- c. Total dollar amount of contract/Project;
- d. Key staff assigned to the referenced contract/Project who will be designated for Work under any Contract resulting from this Solicitation; and
- e. Client contract/Project manager name, telephone number, fax number, and email address.

6.4 MAJOR SUBCONTRACTOR INFORMATION

Respondents must identify any major subcontractors who will perform fifteen percent (15%) or more of the Work under any Contract resulting from this Solicitation. Respondents must indicate whether or not they hold any financial interest in any major subcontractor. As a condition of award, an authorized officer or agent of each proposed major subcontractor may be required to sign a statement to the effect that the Subcontractor has read, and will agree to abide by, Respondent's obligations under any Contract awarded pursuant to this Solicitation.

6.5 AFFIRMATIONS AND CERTIFICATIONS

Respondents must complete and return with their Solicitation Response all of the following affirmations and certifications:

- a. **Exhibit A, HHS Solicitation Affirmations V2.2;**
- b. **Federal Assurances and Certifications:**
 - 1. **Exhibit D, Federal Assurances – Non-Construction Programs;**
 - 2. **Exhibit E, Certification Regarding Lobbying; and**
- c. **Exhibit H-1, Attachment 2 to the DUA, Security and Privacy Inquiry (SPI).**

6.6 SAMPLE CONTRACT SIGNATURE DOCUMENT AND CONTRACT AFFIRMATIONS V.2.1

A **Sample Contract Signature Document** is attached and incorporated into the Solicitation as **Exhibit V** and **Contract Affirmations V.2.1** is attached and incorporated into the Solicitation as **Exhibit A**. Please be advised that a Contract Signature Document and the Contract Affirmations V.2.1 will be incorporated into the Contract that results from the Solicitation. The Contract Signature Document is provided only as an example and is subject to revision based upon negotiations between the parties to the resultant Contract.

Please be advised that **Exhibit B, HHS Uniform Terms and Conditions V.3.2** and **Exhibit C, HHS Additional Provisions V.1.0**, will be incorporated into the Contract that results from this Solicitation.

6.7 OTHER REPORTS

6.7.1 Dun and Bradstreet Reports

Respondents with a Dun and Bradstreet number must include a Comprehensive Insight Plus Report, Business Information Report, or Credit eValuator Report (collectively referred to as “Dunn and Bradstreet Reports”) with their Solicitation Response.

6.7.2 Financial Statements and Financial Solvency

- a. Respondents must submit electronically in a searchable PDF an annual report, which must include:
 1. Last three (3) years of audited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
 2. If applicable, last three (3) years of consolidated statements for any holding companies or affiliates and
 3. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent’s financial ability to perform this Contract.

At a minimum, financial statements must include:

- i. Balance sheet;
 - ii. Income statement;
 - iii. Statement of changes in financial position;
 - iv. Statement of cash flows; and
 - v. Capital expenditures.
- b. If the Respondent is a corporation that is required to report to the Securities and Exchange Commission (SEC), Respondent must submit its three (3) most recent SEC Form 10K, Annual Reports, pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, Title 15 of the United States Code Chapter 2B, Sections 78m or 78o(d). Financial materials must be submitted electronically as a word searchable PDF;
 - c. If audited financial statements are not available, Respondent must submit unaudited financial information and any other information the Respondent believes meets the requirements of this section. Reference **Section 6.6.3, Alternate Report**. If the submitted documents do not provide adequate assurance of financial stability or

solvency, HHSC reserves the right to request additional information or to disqualify the Respondent;

- d. If the Respondent is either substantially or wholly owned by another corporate (or legal) entity, the Respondent must include the information required in this section for each such entity, including the most recent detailed financial report for each such entity; and
- e. If HHSC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, HHSC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

6.7.3 Alternate Report

If any Respondent(s) is unable to provide the annual report specified above, the Respondent(s) may, at the discretion of HHSC, provide the following alternate report:

- a. Last three (3) years of unaudited financial statements, including all supplements, management discussion and analysis, and actuarial opinions;
- b. An unaudited financial statement of the most recent quarter of operation; and
- c. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this Contract.
- d. At a minimum, such financial statements must include:
 - i. Balance sheet;
 - ii. Income statement;
 - iii. Statement of changes in financial position;
 - iv. Statement of cash flows; and
 - v. Capital expenditures.

6.8 CORPORATE GUARANTEE

If the Respondent is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of any Contract resulting from this Solicitation.

6.9 HUB SUBCONTRACTING PLAN

Respondents must submit the HUB Subcontracting Plan in accordance with **Section 3.7, Solicitation Response Submission and Delivery**. The HSP should be labeled: "HUB Subcontracting Plan (HSP)," and include all supporting documentation in accordance with **Exhibit I, HUB Subcontracting Plan and Submittal Requirements**.

A courtesy review of a Respondent's completed HSP is optional and is available upon request to assist in providing a compliant and responsive HSP. This courtesy review may only identify possible deficiencies, but a final compliant determination cannot be provided until the Solicitation Response is submitted.

To request a courtesy review, submit the completed HSP including all supporting documentation in a PDF format by e-mail to the HHSC HUB Program Office by or before the Courtesy Review of HUB Subcontracting Plan Deadline in **Section 3.1, Schedule of Events**.

E-Mail for Courtesy Review: Cheryl.Bradley@hhs.texas.gov

E-mail Subject Line: HSP Courtesy Review, No. HHS0011055

Due Date: May 23, 2022, at 10:30 AM CT

HSPs received after the courtesy review deadline in the **Schedule of Events (Section 3.1)**, will not be processed. A response regarding the HSP will be provided at least eight (8) business days prior to the Solicitation Response deadline in **Section 3.1, Schedule of Events** from the HUB Office, allowing enough time to rectify any potential deficiencies for the final HSP submission.

The final HSP must be submitted with the Solicitation Response by the deadline in **Section 3.1, Schedule of Events**. Solicitation Responses that do not include a completed HUB Subcontracting Plan shall be rejected due to material failure to comply with Texas Government Code Section 2161.252(b).

6.10 SECRETARY OF STATE CERTIFICATION

The Respondent must be currently authorized to do business in the State of Texas as evidenced by Certificate of Authority from the Texas Secretary of State submitted prior to contract execution.

ARTICLE VII. COST PROPOSAL

7.1 COST PROPOSAL

As noted above in **Section 3.6, Solicitation Response Composition**, cost information must be included as a separate document/file, the cost proposal, with the Respondent's Solicitation Response for the services listed in **Article II, Scope of Work** and **Article VIII, Financial Approach - Business Terms**.

Respondents must state their pricing for all Goods and Services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by HHSC. The pricing for the required Goods and Services is to be presented only in the format set forth in **Attachment A-1, Pricing Workbook** of the RFO. Pricing information shall include all costs associated with providing the required Goods and Services and must be submitted and labeled as specified in **Section 3.7, Solicitation Response Submission and Delivery**. No reimbursement is available to the successful Respondent beyond the amount agreed to be paid for the Goods and Services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.

Cost Proposal Submission is addressed in **Section 3.7.2, Submission Option**.

All Respondents must submit a comprehensive and complete Cost Proposal that meets all the requirements specified within this Solicitation. Cost Proposal consists of two (2) main components - pricing narrative and Pricing workbook. The complete Cost Proposal must contain the following:

Pricing Narrative

Section 1 - Cover Letter;

Section 2 - Cost Proposal, Assumptions and Exceptions, if applicable - **Exhibit F, Exceptions Form** and **Exhibit G, Assumptions Form**;

Section 3 - Transition Phase FTE and Pricing Narrative;

Section 4 - Operations Phase FTE and Pricing Narrative;

Section 5 - Response to Financial Requirements;

Section 6 - Financial Statements;

Section 7 - Financial Security Requirements;

Section 8 - Initial Accounting Policy Manual;

Section 9 - Federal Disclosure Statement; and

Section 10 - Pricing Workbook - **Attachment A-1, Pricing Workbook**.

Note: Respondents must base their Cost Proposal on the requirements stated in this Solicitation. A Respondent must submit a single proposal with pricing for all of the Service Domains provided in Section 7.2 Cost Proposal Instructions.

Respondents must state their pricing for all Goods and Services rendered during the course of any Contract resulting from this Solicitation, including any and all costs involved that are to be paid or reimbursed by HHSC. The pricing for the required Goods and Services is to be presented only in the format set forth in **Attachment A-1, Pricing Workbook**. Pricing information shall include all costs associated with providing the required Goods and Services and must be submitted and labeled as specified in **Section 3.7, Solicitation Response Submission and Delivery**. No reimbursement is available to the Contractor beyond the amount agreed to be paid for the Goods and Services provided. Pricing agreed to in the Contract shall be firm and remain constant through the Contract Term.

Assumptions made by the Respondent responding to this Solicitation do not obligate HHSC in any way. Additionally, Respondent must not make assumptions that result in a conditional offer. If HHSC determines that an offer is conditional, the Solicitation Response may, in HHSC's sole discretion, be rejected.

HHSC will have the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract are deemed rejected by HHSC.

Respondent must separately identify any cost-savings and cost-avoidance methods and measures, and the effect of such methods on the Cost Proposal and Scope of Work.

The Respondent will identify and clearly document in its Cost Proposal any overlaps or inconsistencies with any Solicitation requirements, any material assumptions employed by the Respondent in developing its Cost Proposal, and how the Respondent's specific Cost Proposal resolves the issues identified. Additionally, the Cost Proposal must clearly identify where efficiencies would be realized and how HHSC will benefit from these efficiencies.

Cost Proposals should be fully responsive to the requirements in **Article VIII, Financial Approach – Business Terms**, and all the Worksheets in **Attachment A-1, Pricing Workbook**. Respondents that do not comply with the requirements and instructions included in this Solicitation may be deemed non-responsive.

7.2 COST PROPOSAL INSTRUCTIONS

The Respondent shall include all fixed price fees in the Respondent's Cost Proposal. Total fees are required by HHSC for evaluation and budget purposes, while additional detail of rates and costs is required for HHSC's understanding of the proposed price. Pricing shall be based on the Requirements of the Solicitation and not the Respondent's exceptions to the Solicitation. The Respondent is required to state all other assumptions upon which its pricing is being determined in Solicitation **Exhibit F, Exceptions Form** and **Exhibit G, Assumptions Form**, Pricing Workbook, Worksheet Pricing Assumptions. Assumptions that conflict with mandatory requirements of this Solicitation may be cause for disqualification.

The components to be priced in the Respondent's proposal include the following five (5) Service Domains:

1. Fixed Price approach includes the four (4) Service Domains:
 - a. Transition (TRA);
 - b. General Operations (GOP);
 - c. State Pool System Management and Oversight (SPS); and
 - d. Proprietary System Management and Oversight (PSM).

In general, the above four (4) Service Domains shall be stated as fixed price with payments based on Deliverables or other payment milestones (e.g., monthly payments).

2. Variable Price approach includes one (1) Service Domain, State Pool System Operations (SPO)

7.2.1 Section 1 – Cover Letter

A Cover Letter referencing the Cost Proposal and Price Summary Sheets will be included in the Respondent's separate, sealed package. This letter will be signed by an individual authorized to legally bind the Respondent for the Cost Proposal and price summary sheet(s) submitted. This individual will complete, sign, and date the Cost Proposal verifying that the enclosed information is valid for two hundred forty (240) Calendar Days from date of submission. The Cover Letter will also separately identify cost-savings and cost-avoidance methods and measures, and the effect of such methods on the Cost Proposal and Scope of Work.

7.2.2 Section 2 – Cost Proposal Assumptions and Exceptions

Pricing shall conform to the Solicitation requirements, including Exhibits, appendices, and HHSC-provided contract terms and conditions. The Respondent is required to state all pricing assumptions upon which pricing is determined. Pricing shall not be based upon the Respondent's assumptions or exceptions to the terms and conditions.

The Respondent's Cost Proposal must include any business, economic, legal, programmatic, or practical assumptions that underlie its Cost Proposal. The Respondent is

required to state all pricing assumptions upon which pricing is determined using **Exhibit F, Exceptions Form** and **Exhibit G, Assumptions Form**.

Assumptions made by the Respondent do not obligate HHSC in any way. Additionally, Respondent must not make assumptions that result in a conditional offer. If HHSC determines that an offer is conditional, the Solicitation Response may, in HHSC's sole discretion, be rejected.

HHSC will have the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into the Contract are deemed rejected by HHSC.

7.2.3 Section 3 – Transition Phase Full-Time Equivalent (FTE) and Pricing Narrative

Respondent must provide a written narrative justifying the proposed FTEs depicted on **Attachment A-1, Pricing Workbook, TRA A Worksheet** for the Transition Phase of the Contract by Key Milestone. This information must contain sufficient detail to give HHSC a complete understanding of each FTE. This narrative should include, but not be limited to, the following information:

1. The Transition deliverables to be performed;
2. The number of proposed FTEs for each function;
3. The anticipated start date;
4. The number of weeks necessary to train staff for the respective duties;
5. How proposed staffing levels will support readiness reviews with HHSC program staff; and
6. Any other relevant information that would allow HHSC to better understand the FTEs proposed by the Respondent.

7.2.4 Section 4 – Operations Phase FTE and Pricing Narrative

Respondents must provide a written narrative justifying the proposed FTEs depicted on **Attachment A-1, Pricing Workbook, GOP B Worksheet, SPS B Worksheet, PSM B Worksheet, and Variable SPO Fees Worksheet** for the Operations phase of the Contract by each domain, task, and year. This information must contain sufficient detail to give HHSC a complete understanding of each FTE. The following Operations Domains should be covered:

- a. General Operations (GOP);
- b. State Pool System Management and Oversight (SPS);
- c. Proprietary System Management and Oversight (PSM); and
- d. Variable State Pool System Operations Fees (SPO).

This narrative should include, but not be limited to, the following information:

1. The operational tasks to be performed;
2. The number of proposed FTEs for each function;
3. The anticipated start date;
4. The number of weeks necessary to train staff for the respective duties;
5. How proposed staffing levels will support readiness reviews with HHSC program staff; and
6. Any other relevant information that would allow HHSC to better understand the FTEs proposed by the Respondent.

7.2.5 Section 5 – Response to Financial Requirements

Respondents must provide a detailed description of the proposed financial services, which must support all financial accounting and reporting requirements described in Article VIII. The Respondent must reflect a clear understanding of the nature of the work undertaken and must include detailed descriptions of the proposed services.

7.2.6 Section 6 - Financial Statements

Refer to **Section 6.6, Other Reports** for all the financial statements and reports required to be submitted along with the Cost Proposal.

7.2.7 Section 7 – Financial Security Requirements

If required and within ten (10) Business Days after written notification of award of the Contract, the selected Respondent shall deliver to HHSC, insurance certificates, duly executed performance bond or an irrevocable Stand-by Letter of Credit, or other documentation required for execution of Contract.

7.2.8 Section 8 – Initial Accounting Policy Manual

The Respondent must submit in its Cost Proposal an initial Accounting Policy Manual forty-five (45) Calendar Days after the Contract Effective Date that includes all proposed accounting policies and procedures (including cost allocations) utilized to calculate the Fixed Fees, Variable Fees, and all-inclusive hourly labor rates included in this Cost Proposal.

Following are examples of topics that may be included in an Accounting Policy Manual:

1. Accounting system structure;
2. Cost reporting standards;
3. Expense management;
4. Labor recording;
5. Travel policy;
6. Cost allowability;
7. Access to accounting records; and
8. Contract-specific expenses.

7.2.9 Section 9 – Disclosure Statement

The Respondent must submit with its Cost Proposal a copy of the Respondent's Cost Accounting Standards Board Disclosure Statement (form CASB DS-1) as approved by the federal government's Code of Federal Regulations. (See, Title 48 CFR Chapter 99, Subchapter B, Part 9903, Section 9903.202.)

1. Respondents that already have a federal Disclosure Statement in use by one or more federal agencies would need to submit a copy of the current federal Disclosure Statement with their Proposals.
2. Respondents that do not currently do business with the federal government or are not required to have a federal Disclosure Statement will not be required to create / submit one to HHSC with their Cost Proposal.

Note: A Disclosure Statement could be required to be completed by the Respondent if a Respondent's total amount of business with one or more federal entities, including the annual values of the final Contract, exceeds the thresholds contained in Title 48 CFR Chapter 99, Subchapter B, Part 9903, Section 9903.202.

As required in **Attachment A-1, Pricing Workbook** instructions, all Respondents must fully complete and provide a detailed analysis of all Fringe Benefit Rates, Indirect Rates, Administrative Services Rates, and Variable Unit Fee Rates developed specifically for and utilized in the Respondent's Cost Proposal.

7.2.10 Section 10 – Pricing Workbook

To document the EVV Services purchase price, HHSC requires Respondents to complete the Pricing Workbook. The Pricing Workbook is in an Excel format and can be found in **Attachment A-1, Pricing Workbook**.

Respondent must ensure that a complete set of pricing sheets (**Attachment A-1, Pricing Workbook**) are submitted for **every Major Subcontractor** along with the Respondent's Cost Proposal.

The Pricing Workbook contains Excel Worksheets, as outlined below:

1. **Table of Contents Worksheet** - This Worksheet provides the contents of the workbook and hyperlinks to all other worksheets.
2. **Instructions Worksheet** - This Worksheet includes general instructions for completing the Workbook.
3. **Total Price Summary Worksheet** - This Worksheet provides a summary of total purchase price. The Total Price Summary Table is automatically populated with information from all other Worksheets in the Pricing Workbook. This Worksheet provides a summary of total purchase price by Domain and by year. The Total Price Summary Table is automatically populated with information from all other Worksheets in the Pricing Workbook.
4. **Budget Detail Summary Worksheet** – This Worksheet contains the summary of costs by expense type and year for all service domains.
5. **Transition Milestones Worksheet (TRA Milestones)** – This Worksheet lists the Transition Key Milestones along with the due dates for the Key Milestones.
6. **Transition Services Domain Pricing Worksheet (TRA_A)** - This worksheet provides Transition Phase pricing for EVV Services and Project Management Office Services for the five (5) months of transition. Transition services shall be proposed on a fixed price basis. See **Section 2.1.3, Transition Requirements (TRAR)**.
7. **General Operations Services Pricing Worksheet (GOP_B)** — This Worksheet provides pricing for General Operations Services. These Services shall be proposed as a fixed price based on the performance requirements and/or the specified results within the level of effort defined by HHSC. See section **2.1.4, General Operations (GOP)**.
8. **State Pool System Management Services Pricing Worksheet (SPS_B)** - This Worksheet provides pricing for State Pool System Management Service Domain.

Included in these services are the State Pool System Management and Oversight. Pricing for these services shall be proposed as a fixed monthly price based on the performance requirements and/or the specified results within the level of effort defined by HHSC. See **Section 2.1.5, State Pool System Management and Oversight Requirements (SPSR)**.

9. **Proprietary System Management Services Pricing Worksheet (PSM_B)** - This Worksheet provides pricing for the Proprietary System Management Services. The services in this worksheet shall be proposed as a fixed monthly price. See **Section 2.1.7, Proprietary System Management and Oversight (PSMR)**.
10. **Variable State Pool Systems Operations Fees Worksheet (Variable_SPO_Fees)** – This Worksheet provides pricing for Respondent proposed State Pool System Operations Fees and Variable Unit Transaction Fees for State Pool System Operations and for various transaction tiers, for the Operations Phase by year. A tier is a band with a minimum to a maximum transaction volume. Pricing should be based on the performance requirements and/or the specified results within the level of effort defined by HHSC. The Variable Unit Transaction Fee for the baseline and other transaction tiers must be provided in Attachment A1 – Pricing workbook, Variable State Pool System Operations Fees (**Variable_SPO_Fees**). See **Section 2.1.6, State Pool System Operations (SPOR)**.
11. **Non-SaaS Nonexpendable Capital Items Listing Worksheet** – This Worksheet shows the quantity and cost, amortization and depreciation of all proposed Non-SaaS Nonexpendable Capital Acquisitions and Leases by equipment category, equipment type, and month of acquisition during the Base Term of the Contract. Refer to **Section 8.4.3.1, Ownership of Non-SaaS Nonexpendable Capital Items at Termination of the Contract** for definition of Non-SaaS Nonexpendable Capital Items.
12. **Direct and Indirect Rate(s) Worksheet** - This Worksheet includes the following information necessary to comply with the Prospective Price Re-determination provisions of the contract:
 - a. Indirect Rate (expressed as a percentage);
 - b. Fringe Benefit rate (expressed as a percentage of salaries); and
 - c. Administrative Service Fees (expressed as a percentage).

The Respondent must include a detailed explanation of each rate as to allow HHSC to fully understand their basis for calculation
13. **Proposed State and Local Taxes Worksheet** - This Worksheet shows the Respondent's proposed State and local taxes, including Texas franchise taxes, to be paid in Texas by the Contractor and all proposed subcontractors for all months of Operations during the Base Term of the Contract and optional renewal/extension years.
14. **All Inclusive Hourly Labor Rates Worksheet** - This Worksheet provides the information for specification of Respondent staff classification and associated all-inclusive hourly labor rates for the Electronic Visit Verification Services for all IT and Non-IT classification of staff. The Respondent must commit to these rates for unanticipated tasks, changes to existing services.

15. **Non-IT Staffing Descriptions Worksheet** – Non-IT Staffing Category Descriptions provided by Respondent.
16. **DIR NTE Rates Worksheet** – This Sheet contains the DIR published IT Staff Augmentation Contracts (ITSAC) not to exceed rates as of June 15, 2021, for each of the IT categories. **Detailed description of the ITSAC categories are available in the Attachment A-2, Procurement Library.** Refer to **Section 3.5, Procurement Library** for details on how to access the **Attachment A-2, Procurement Library**.

Note: Each of the Operations Service Domains has their own payment schedule tables embedded in their respective worksheets.

7.2.10.1 Pricing Worksheets

The Respondent is responsible for entering price and rates data in the green cells using the format prescribed by the Pricing Workbook. Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers and Payment Schedules and shall not be altered unless errors are discovered or to accommodate additional rows or columns of data. Further instructions for entering price and rates data are included in the worksheets. Respondents must complete the worksheets and maintain the integrity of the data and formulas in the Pricing Workbook. Completion of the Pricing Workbook and worksheets is mandatory. Applicable purchase, delivery, tax, services, safety, license, travel, per diem, staff training, and any other allowable expenses associated with the delivery and implementation of the proposed items must be included in the Respondent's fixed price and/or Hourly Rates.

7.2.10.2 Total Price Summary Worksheet

The Total Price Summary worksheet will calculate the total purchase price of the EVV Services for the Base Term and the optional renewal or extension periods of the Contract.

7.2.10.3 Budget Detail Summary Worksheet

Respondents must include in the Budget Detail Summary Worksheet, the Respondent's proposed Transition and Operational costs by expense type and year for all service domains. Fringe Benefits, Indirect and Administrative Service Fee Rates included in this schedule will match those proposed by the Respondent in the "Direct and Indirect Rate(s)" Worksheet in the Pricing Workbook. Totals by year in this Worksheet must agree to totals by year in the Total Price Summary, for the Base Term and each of the optional renewal or extension years. This Worksheet should also include all Pass-through costs if any.

7.2.10.4 Transition Services Pricing Worksheet (TRA_A)

The Respondent Transition Phase Pricing Worksheet shall reflect all Transition Phase pricing for EVV Services for the five (5) months of transition for all the Transition Milestones. All mandatory Solicitation deliverables have been incorporated into the worksheet. The Respondents will define the roles and level of effort (hours) associated with each Milestone (i.e., number of FTEs, hours, and hourly rate by deliverable). Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

NOTE: Any expenses or costs incurred by the Contractor after the commencement of the service delivery phase of any contract resulting from this Solicitation to complete transition activities or correct any defects from the Transition Phase will not be considered an allowable expense and will not be paid by HHSC.

7.2.10.5 General Operations Services Pricing Services Pricing Worksheet (GOP_B)

The General Operations Services Pricing Worksheet include fixed monthly fees, based on an estimated average level of effort for this domain, through the Base Term, renewal period one (1), renewal period two (2), and renewal period three (3) of the Contract. These fees will be incorporated within the Payment Schedules table in this worksheet. Refer to GOP_B Worksheet for instructions to complete the sheet.

The following subdomains will be priced separately:

- a. Business Continuity and Disaster Recovery (BCD) Support
- b. Other GOP Services

7.2.10.6 State Pool System Management Services Pricing Worksheet (SPS_B)

The State Pool System Management Services will be included in the Pricing Worksheet as a fixed monthly price based on the Solicitation requirements through the Base Term, renewal period one, renewal period two and renewal period three. Respondents are required to identify the total number of staff resources to perform support and oversight Services activities. The Total Price for these services will be fixed price, with the service quality defined by Key Performance Measures and Deliverables.

The worksheet shall contain the ongoing SMS subcategories listed below for cost evaluation purposes through the Base Term, renewal period one, renewal period two and renewal period three. All fees will be incorporated within the Payment Schedule table in this worksheet.

7.2.10.7 Proprietary System Management Services Pricing Worksheet (PSM_B)

This Worksheet provides pricing for the Proprietary System Management Services. The services in this worksheet shall be proposed as a fixed monthly price.

The Respondent's Proprietary System Management Services Pricing Worksheet shall reflect all services and will be paid on a fixed monthly price basis. Respondent shall incorporate all Proprietary System Management services and oversight within this worksheet and define the level of effort associated with these services (i.e., Number of FTEs, Hours and Hourly Rate) during the Base Term, renewal period one, renewal period two, and renewal period three of the Contract. Deliverables and associated fees will be incorporated within the Payment Schedule table in this worksheet.

7.2.10.8 Variable State Pool System Operations Fees Worksheet (Variable_SPO_Fees)

The Variable State Pool System Operations Fees Worksheet will be included in the Pricing Worksheet as a variable monthly price by Tier based on the Solicitation requirements through the Base Term, renewal period one, renewal

period two and renewal period three. The following subdomains will be priced separately:

- a. Call Center Support (CAC);
- b. Training Support (TNG);
- c. Alternative Device Management (ALT); and
- d. Other SPO Services.

Respondent must complete the transaction fees by Tier in this Worksheet with their proposed Variable Fee for State Pool Operations for various transaction Tiers, for the Operations Phase by year. HHSC anticipates that over time the use of Proprietary Systems will increase, which in turn will decrease State Pool System usage. HHSC expects Respondent to provide pricing that reflects reduced operating costs for State Pool System transaction Tiers below the baseline. Respondents are required to complete the pricing for various transaction Tiers as described in the **Attachment A-1, Pricing workbook.**

7.2.10.9 Non-SaaS Nonexpendable Capital Items Listing Worksheet (Nonexpendable capital items)

This Worksheet shows the quantity of all proposed Non-SaaS Contract Specific capital equipment acquisitions and leases by equipment category, equipment type, quantity and the total acquisition costs and month of acquisition during the Base Term of the Contract and the optional renewal years.

The term capital equipment includes, but is not limited to, office furniture, office equipment, telephone equipment, scanning equipment, computer furniture, computer equipment, computer software, the cost of initial installation (excluding in-house labor), and leasehold improvements.

All capital equipment acquisitions (including purchases, leases, and leasehold improvements) will be recorded in the month they are acquired/leased.

1. Software will be listed by manufacturer, product name, and version. Different products will be listed on separate lines, even if they are from the same suite of products (e.g., Microsoft Office).
2. Equipment types shown are examples only. Use appropriate categories and descriptions as necessary to include all capital items acquired (define categories clearly to help identify if the Proposal includes ramping up capital item acquisition by Key Milestone). Show capital equipment acquisitions in the month required. If more equipment types are needed, add rows and link appropriately.

The Respondent will include all costs related to the proposed acquisitions and leases of capital equipment it will incur during the **Transition Phase**, including capital equipment requiring refresh. The Respondent will show the acquisitions and leases of all capital equipment grouped by category and type within each category. Each equipment category will be sub-totaled for each month. Transition phase costs should be updated in the Table – “Transition - Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition”. Operations phase costs should be updated in the table – “Operations

- Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition”.

All capital equipment acquisitions, including purchases, leases, and leasehold improvements, will be recorded in the month they are acquired/leased, as indicated in the Worksheet “Capital Costs”. Each equipment category costs will be sub-totaled for each month.

Example: Assume that 120 computers costing \$500 each are purchased, leased, or refreshed and put into use during the 1st month of Transition. The number 120 and the cost of the cost for all 120 computers ($120 \times 500 = \$60,000$) will be recorded in the appropriate cell in the column for Month 1 on the schedule. If an additional 50 computers are purchased, leased, or refreshed ($50 \times 500 = \$25,000$) and put into use during the 9th month of Transition, the number 50, and the cost for all 50 computers ($50 \times 500 = \$25,000$) will be recorded in the appropriate cell in the column for Month 9. In this example, only months 1 and 9 on the schedule would include entries related to the acquisition of these computers.

The Lease Amortization /Depreciation Expenses table in the Capital Costs Worksheet shows the Respondent's proposed lease expenses, amortization expenses, and depreciation of capital equipment for the Base Term of the Contract. The Respondent will show the expenses and depreciation of all capital equipment grouped by equipment category and month.

The expenses, depreciation, and amortization of leasehold improvements shown in this schedule will agree with the capital expenses, depreciation, and amortization.

All capital expenses that will be incurred during the Base Term of the Contract are to be expensed in the month they are incurred.

Example: In the scenario above, \$60,000 in computer equipment was acquired during the 1st month of Transition, and an additional \$25,000 in computer equipment was acquired during the 9th month of Transition. Since all capital expenses will be expensed in the month incurred, \$60,000 will be recorded in the appropriate cell in the column for Month 1 on the schedule and \$25,000 will be recorded in the appropriate cell in the column for Month 9. As was the case previously, only months one (1) and nine (9) would include expenses related to the acquisition of these computers.

7.2.10.10 *Direct and Indirect Rate(s) Worksheet*

This Worksheet will include the following information necessary to comply with the Prospective Price Re-determination provisions of the contract:

1. Indirect Rate (expressed as a percentage).

Respondents may include one or more indirect rates in their Cost Proposal to capture general and administrative expenses and/or overhead expenses that are not readily identified with a specific Project or organizational activity but are incurred for the joint benefit of projects and other activities.

Respondents to provide a detailed analysis of any proposed indirect rate(s) including, but is not limited to:

- a. A detailed explanation of each indirect rate proposed;
 - b. The actual calculation and calculation methodology for each rate;
 - c. The source of the costs included in each indirect rate;
 - d. The methodology of allocating the costs included in each indirect rate;
 - e. The Respondent's internal lines of business and business segments included in each indirect rate;
 - f. The total amount for each indirect rate proposed for each year of the contract, including the amount(s) applicable for the Transition period and Operations period;
 - g. An analysis of the impact the award would have on the Respondent's current indirect rate(s).
 - h. A detailed listing of the types of operational support Services included in each applicable Indirect Rate that will be provided by the Respondent's home office;
 - i. A detailed listing of the types of support expenses included in each applicable Indirect Rate that will be paid by the Respondent's home office; and
 - j. Proposed indirect rates will be applied as a "mark-up" to applicable Direct Expenses.
2. Fringe Benefit rate (expressed as a percentage).

Respondent to provide a detailed analysis of the Respondent's employee benefits, fringe benefits, and bonus percentage(s). The analysis must contain sufficient detail to provide HHSC a complete understanding of the Respondent's fringe benefit rate, including but not limited to the following:

- a. The fringe benefit rate(s) proposed by the Respondent for each year of the contract, including the rate(s) applicable for the Transition period and Operations period. The actual calculation and calculation methodology for the proposed fringe benefit rate(s) must also be included in the analysis;
- b. The fringe benefit rate(s) applicable for any parent, affiliate, or subsidiary organization providing Services associated with this procurement;
- c. Materials describing the employee benefits as given to each employee, or a detailed description of the type of employee benefit, fringe benefit, and bonus arrangement offered to the Respondent's employees;
- d. A description of how these benefits and bonuses would be directly or indirectly charged and included in the amounts (Salaries of Respondent-employed FTEs) and in the Respondent's total Cost Proposal; and

- e. A description of any other type of expenses that are included in the employee benefits, fringe benefits, and bonus calculation(s) that would not normally appear in the materials provided to each employee describing employee benefits (i.e., are staff turnover elements included in this calculation; are non-productive staff time included in this calculation; etc.).

The analysis must also clearly indicate whether holidays, vacation, and sick leave are included as part of an employee's base salary or as part of the proposed fringe benefit rate.

With respect to any and all Change Orders or Contract Amendments for Services and Deliverables contracted after the Effective Date of the Contract, the Respondent's fees and pricing shall be based upon the Respondent's actual fringe benefits and fringe benefit rates at the time those Services and Deliverables are contracted.

3. Administrative Service Fees (expressed as a percentage)

The Administrative Service Fee percentage shall be calculated as a percent of total allowable expenses. In its Cost Proposal narrative, the Respondent must provide an explanation and justification of how the proposed Administrative Service Fee percentage used correlates with risk(s) assumed by the Respondent in the performance of the Contract. This explanation should consider the following factors:

- a. Contractor effort and complexity of work;
- b. Contract cost risk;
- c. The Respondent's initiative in supporting federal socioeconomic programs;
- d. Capital investments by the Respondent to improve contract efficiency and performance;
- e. Cost-control measures and other past accomplishments; and
- f. Independent development efforts relevant to the Contract.

The Administrative Service Fee is intended to represent a (profit) percentage that will be applied as a "mark-up" to Allowable Costs.

- a. The Administrative Service Fee percentage utilized to calculate the final fixed pricing included in the Contract resulting from this Solicitation will also be effective for any and all contract amendments during the term of the Contract including any renewals or extensions. TRA Domain;
- b. GOP Domain;
- c. SPS Domain; and
- d. PSM Domain.

The Labor Rates Worksheet shall include the Respondent's Not-To-Exceed all-inclusive hourly rates (inclusive of travel, per diem, and other expenses) for all the staff working on this Contract. Staff classifications should be based on the Texas

DIR IT Service Role Classifications for IT staff and Non-IT staff. For Non-IT staffing classification, Respondent must complete the **Attachment A-1, Pricing Workbook**, Non-IT-Staffing-Descriptions Worksheet. All the roles for IT and Non-IT staff must match the roles defined in **Section 5.1.5 Key Staffing Profile** of the Solicitation.

Based on the Respondent's estimated staffing model for the service delivery phase, the percentage of total level of effort (hours) associated with specific role/rate classifications will automatically calculate the composite rate within the worksheet based on the component rates and number of staff in each role classification, regardless of the mix of staff classifications required to perform the work for future change orders, or unanticipated tasks.

The proposed fixed rates shall apply throughout the term of the Transition Phase and Base Term, renewal period one, renewal period two, and renewal period three. The Respondent may apply an inflator/deflator only once, beginning of renewal period one.

HHSC may request that the Respondent provide additional services for unanticipated tasks that were not originally envisioned and are out-of-scope of this agreement. These service requests will be handled via change requests, based on level of effort (hours) estimates to meet the performance requirements and/or specified results included in the change order requested by HHSC and either the actual rates of staff performing the work or the composite rate.

7.2.10.13 Non-IT Staffing Descriptions Worksheet

Respondent must include the detailed description of all the Non-IT staffing classification used in the Solicitation response along with all the categories, in the Non-IT-Staffing-Descriptions Worksheet.

ARTICLE VIII. FINANCIAL APPROACH – BUSINESS TERMS

8.1 OVERVIEW OF FINANCIAL APPROACH

This section presents the rights, requirements, and responsibilities of HHSC and the Contractor for monitoring, recording, and reporting of financial transactions during the Contract Term. All costs and expenses incurred by the Contractor or any of its Subcontractors for the completion of any contractual requirement will be included in the Cost Proposal submitted by the Respondent. Additional costs or expenses not contained in the Cost Proposal will not be allowed under the Contract, unless approved in advance by HHSC. Approval shall be limited to matters falling under **Sections 8.4.2.5, Supplemental Services** and **8.4.2.7, Periodic Activities** for the Service Provider Labor Rates for Changes to Services and Task of the Contract.

HHSC will determine cost allowability in accordance with Generally Accepted Accounting Principles (GAAP); Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99; federal guidelines, rules, and regulations applicable to programs within the scope of this

Solicitation; and HHSC guidelines, rules, regulations, and provisions applicable to programs within scope of the procurement.

Any expenses incurred by the Respondent or any of the Respondents Subcontractors for the completion of any contractual requirement deemed by HHSC or any State, federal, or HHSC auditors to be inefficient or uneconomical will be deemed unallowable under the Contract resulting from this Solicitation. HHSC reserves the right to reduce the Respondent's administrative payments for the duration of the Contract for any contractual requirement deemed to be inefficient and/or is not being provided economically.

The reduction of a Respondent's payments from HHSC for any contractual requirement deemed to be inefficient and/or is not being provided economically will be determined based on facts related to each specific circumstance. The basis for determining the efficiency or economic value will be based on numerous elements including, but not limited to, specific audit findings, additional research performed by the State after an audit finding, and discussions with the Respondent related to the finding. The Respondent has the right to review, challenge, and dispute any audit findings. Any such dispute will be managed through the Dispute Resolution process contained in the Contract.

8.2 BUSINESS OBJECTIVE

The objective of the Financial Approach is to describe the financial components that will enable HHSC, and other State programs included in this Solicitation to achieve the objectives of this Solicitation and to ensure that all Services required of the Contractor are provided as efficiently and effectively as possible to assist HHSC in its responsibility for the efficient and effective administration of federal awards through the application of sound management practices.

8.3 FINANCIAL: ACCOUNTING AND REPORTING REQUIREMENTS

8.3.1 Overview of Financial Accounting and Reporting Requirements

This section describes the various respective responsibilities of HHSC and the Contractor for recording and reporting Contract transactions. Any costs or expenses incurred by the Contractor or any of its Subcontractors for the completion of any contractual requirement will be included in the Cost Proposal. Additional costs or expenses will not be allowed under the Contract, unless approved in advance by HHSC.

The need for greater public and financial accountability in the administration of critical taxpayer-funded programs has led to a demand for more information regarding government programs and services. Public officials, legislators, and citizens want and need to know whether government funds are handled properly and in compliance with laws and regulations. These stakeholders also want and need to know whether government organizations, programs, services, and contractors (including any Subcontractors) retained to provide contracted services are achieving their purposes and whether these organizations, programs, services, and contractors (including any Subcontractors) are operating economically and efficiently.

Any expenses incurred by the Contractor or any of its Subcontractors for the completion of any contractual requirement that are deemed by HHSC or any auditors to be inefficient or uneconomical will be deemed unallowable under the Contract. HHSC reserves the right to reduce a Contractor's administrative payments for the duration of the Contract

for any contractual requirement that is deemed to be inefficient and/or is not being provided economically.

It is HHSC's intention to determine cost allowability in accordance with Generally Accepted Accounting Principles (GAAP); Title 48 CFR, Chapter 1, Parts 30 and 31, and Chapter 99; federal guidelines, rules, and regulations applicable to programs within the scope of this Solicitation; and HHSC guidelines, rules, regulations, and provisions applicable to programs within scope of this Solicitation.

The reduction of a Contractor's administrative payments for any contractual requirement that is deemed to be inefficient and/or is not being provided economically will be determined based on facts related to each specific circumstance. The basis for determining the efficiency or economic value will be based on numerous elements including, but not limited to, specific audit findings, additional research performed by HHSC after an audit finding and discussions with the Contractor related to the finding. The Contractor has the right to review, challenge and dispute any audit findings. Any such dispute will be managed through the Dispute Resolution process contained in the Contract.

8.3.2 Business Objectives

The business objectives relating to accounting and reporting requirements include:

1. Accumulating and reporting accounting data in accordance with the following standards (which may be amended during the Contract Term):
 - a. Generally Accepted Accounting Principles (GAAP);
 - b. Title 48 CFR, Subchapter E, Chapter 1, Parts 30 and 31, and Title 48 CFR, Chapter 99 Federal Acquisition Regulation (FAR);
 - c. Federal and State regulations, rules, and guidelines, applicable to programs within the scope of this Solicitation;
 - d. HHSC guidelines, rules, regulations, and provisions applicable to programs within scope of this Solicitation; and
 - e. Providing authorized representatives of HHSC and the federal government full access to all information needed to conduct financial reviews and audits required by law or by the Contract in accordance with applicable standards.

NOTE: Where HHSC guidelines, rules, regulations, and provisions of this Solicitation set a stricter or more demanding standard than GAAP; Title 48 CFR Chapter 1, Subchapter E, Part 30; Title 48 CFR Chapter 1, Subchapter E, Part 31; or Title 48 CFR, Chapter 99; then the HHSC guidelines, rules and provisions of the Contract will prevail.

2. Effectively regulating costs. Allowable costs are costs that are:
 - a. Necessary and reasonable for the proper and efficient performance and administration of applicable State and federal awards;
 - b. Allocable to applicable federal awards under the provisions of the federal standards or any other accounting provisions included in the Contract;
 - c. Authorized or not prohibited under State laws, State regulations or any provision included in the Contract;

- d. In conformity with any limitations or exclusions set forth in applicable accounting principles, current and future State and federal laws, terms, and conditions of HHSC and federal award(s) to HHSC, or the Contract;
- e. Consistent with policies, regulations and procedures that apply uniformly to State and federal awards impacting the Contract;
- f. Determined in accordance with GAAP;
- g. Adequately documented; and
- h. Consistent with a Respondent's normal treatment of the expense.

8.3.3 Financial Accounting Requirements

The Contractor's accounting records and procedures are subject to HHSC approval. Accruals of expenses or liabilities are subject to HHSC review and approval. HHSC will not recognize as valid costs, any accruals that it deems inappropriate. For example, lease agreement costs beyond the effective date of termination or completion of the Contract, or lease cancellation expenses resulting from termination or completion of the Contract, are not valid costs. HHSC will not recognize as valid costs any excessive charges or fees from the Contractor or from any of the Contractor's Subcontractors that HHSC deems inappropriate.

Allowable and non-allowable direct and indirect costs, wherever applicable to any payments to the Contractor, will be governed by the FAR principles set forth in the following regulations (as may be amended during the Contract Term) and documents:

- a. Title 48 CFR, Chapter 1, Subchapter E, Part 30: Cost Accounting Standards Administration;
- b. Title 48 CFR, Chapter 1, Subchapter E, Part 31: Contract Cost Principles and Procedures; and
- c. Title 48 CFR, Chapter 99: Cost Accounting Standards Board, Office of Federal Procurement Policy, Office of Management and Budget.

In addition to costs that are unallowable pursuant to the above accounting principles, HHSC has deemed certain items within the allowable costs to be specifically unallowable for the Contract. The list of additional unallowable costs is as follows:

- a. Local and State taxes paid to local or state governments outside of Texas (other than hotel, airline, and sales taxes expended specifically for the Contract);
- b. Federal taxes (other than hotel and airline taxes expended specifically for the Contract resulting from this Solicitation);
- c. Bid and Proposal costs of any type;
- d. Employee bonuses in excess of **ten percent (10%)** of the employee's base pay;
- e. Public relations and selling costs;
- f. Actual costs, remedies, or damages due to HHSC for the Contractor not meeting HHSC performance requirements;
- g. Any monies owed to the federal government due to the Contractor not meeting federal performance requirements;
- h. Dispute resolution and arbitration costs, including legal fees and expert witness expenses;

- i. Contingency funding costs;
- j. Pre-Contract costs;
- k. Indirect expenses (overhead, general and administrative charges,) and administrative service fees related to pass-through items;
- l. As indicated in Title 48 CFR, Chapter 1, Subchapter E, Part 31, Section 31.203, any indirect costs, and associated profit applicable to Subcontract costs where the Contractor does not provide “added value” (e.g., Subcontract management functions) are considered excessive pass-through costs which are unallowable; and
- m. Inter-company profits and margins related to all transactions with any parent, affiliate, or subsidiary organization, including inter-company profits and margins related to all transactions the Contractor or the Contractor’s subsidiary has with any parent, affiliate, or subsidiary organization.

NOTE: A cost may not be assigned to a federal award or the Contract as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a federal award or a different contract with HHSC as an indirect cost.

8.3.4 General Access to Accounting Records

The Contractor must provide authorized representatives of HHSC full access to all financial and accounting records related to the performance of the Contract, including all requested Subcontractor financial and accounting records. The financial and accounting records will be provided to the authorized representatives of HHSC in an electronic format when requested.

8.3.4.1 Contractor Responsibilities

In addition to the requirements stated above, the Contractor and its Subcontractor(s) must comply with providing access to accounting records stipulated in **Table 37 - Contractor Responsibilities for Access to Accounting Records**, below:

Table 37 - Contractor Responsibilities for Access to Accounting Records

Req. Id	Contractor Responsibilities for Access to Accounting Records
EFRC-1	Cooperate with HHSC and authorized representatives in their inspections, audits, and reviews, and provide all necessary records and information. As required by Title 48 CFR, Chapter 1, Subchapter E, Part 30; Title 48 CFR, Chapter 1, Subchapter E, Part 31; and Title 48 CFR, Chapter 99; it is the responsibility of the Contractor to provide adequate documentation and justification to the authorized representatives of HHSC during the inspection, audit, or review process for all expenses included in the Contractor’s accounting records.
EFRC-2	Permit authorized representatives of HHSC full access, both online (on a read-only basis) and in person, during normal Business Hours, to the accounting records that HHSC or its authorized representatives determine are relevant to the Contract. Such access is guaranteed at all times during the performance and retention period of any Contract resulting from this Solicitation, and will include both announced and unannounced inspections, on-site audits, and the review, analysis, or reproduction of reports produced by the Contractor. If any report cannot be accessed online then Contractor will deliver to HHSC any reports or records that cannot be accessed online

Req. Id	Contractor Responsibilities for Access to Accounting Records
	by HHSC personnel in a format, media, content, and within timeframes approved by HHSC. The Contractor shall support audits past the end of the Contact as long as required to complete any outstanding audit and meet any appropriate agency's retention policies.
EFRC-3	Make accounting records or supporting documentation relevant to the Contract available to HHSC or its agents within ten (10) Business Days of receiving a written request from HHSC for specified records or information.
EFRC-4	Pay all additional costs, including any applicable professional fees, incurred by HHSC resulting from the Contractor's failure to provide the requested accounting records or financial information within the specified ten (10) Business Days of receiving a written request from HHSC for specified accounting records or information.
EFRC-5	Deliver to HHSC any reports or records that cannot be accessed online by HHSC personnel.
EFRC-6	Provide authorized representatives of HHSC with access to accounting and financial records of all Subcontractors, suppliers, or other parties the Contractor hires, retains, or otherwise employs or pays for Goods or Services related to the performance of the Contract. This requirement is limited to those records that relate to the performance of any applicable functions of the Contract. The Contractor must include this requirement in any Contract(s) it enters with such Subcontractors, suppliers, or other parties related to this Solicitation.
EFRC-7	Provide authorized representatives of HHSC with access to the accounting and financial records of the Contractor's parent company, Contractor's affiliates, Contractor's subsidiaries, and to any individual, partnership, firm, or corporation of the Contractor or parent company of the Contractor that transacts business with any department, board, commission, institution, or other HHSC or federal agency connected with the Contract. This requirement is limited to those records that relate to the performance of the Contract.

8.3.4.2 State Responsibilities

HHSC will monitor all Contractor responsibilities to ensure compliance, assess performance and determine satisfaction related to Financial Reporting Requirements. HHSC reserves the right to waive the review and approval of Contractor work products or processes. In addition, HHSC approval of Contractor work products or processes will not relieve the Contractor of liability for errors and omissions in the work products or processes.

8.3.5 Financial Reporting Requirements

HHSC will require the Contractor to provide financial reports to support Contract monitoring and support any HHSC, State, and federal reporting requirements.

8.3.5.1 Contractor Responsibilities

The Contractor is responsible for providing financial reports to satisfy the requirements stipulated in **Table 38 - Contractor Responsibilities for Financial Reporting**, below.

Table 38 - Contractor Responsibilities for Financial Reporting

Req. Id	Detailed Requirements
ERRC-01	<p>Provide monthly financial statements, including but not limited to, an Income Statement outlining the Contractor’s operation under the Contract no later than the twenty-fifth (25th) Calendar Day following the end of the previous month. HHSC reserves the right to request financial information in a format that will allow HHSC to most efficiently comply with its State and federal financial reporting requirements.</p>
ERRC-02	<p>Provide a separate monthly expense summary, detailing operations under the Contract for each of the business functional areas and program types of the Contract, no later than the twenty-fifth (25th) Calendar Day after the end of each reporting month period. Each summary will include accounts contained in Article II, Scope of Work in conformance with GAAP and the FAR.</p> <p>In addition to an expense account listing, the report will also identify total expenditures by business functional area and program type. Each expense summary will fully disclose the financial impact of all transactions with any parent, affiliated, or subsidiary organization either under a formal or informal arrangement that would relate to the performance under the Contract. These transactions must be reported in a manner such that inter-company profits or margins are eliminated. The methodologies and assumptions supporting cost allocations must be disclosed, including cost allocations from home and/or central offices.</p> <p>HHSC reserves the right to request modifications to monthly financial reports if, in HHSC’s sole determination, such changes are in HHSC’s best interest. Requested modifications to content and format of the monthly financial reports will be completed by the Contractor with no additional charges due from HHSC.</p>
ERRC-03	<p>Provide annual financial statements for the preceding State Fiscal Year no later than ninety (90) Calendar Days after the end of each State Fiscal Year or after the termination of the Contract. These annual financial statements must depict the financial position of the Contractor and the result of operations (including administrative service fees) for each applicable business functional area and program type under the Contract. HHSC will consider this financial statement (report of Allowable Costs) as “FINAL” for the applicable Operational Contract period and will not recognize any additional direct expense(s) not included in the financial report as allowable for the Prospective Price Re-Determination provision described in Section 8.4.3.4, Prospective Price Re-Determination.</p>
ERRC-04	<p>Provide a separate expense summary, detailing operations under the Contract no later than ninety (90) Calendar Days after the end of each Contract Year or after the termination of the Contract. Each summary will include accounts in conformance with GAAP and any applicable provisions included in this Solicitation. The Contractor will identify and eliminate any expenses not allowed by State or federal laws and regulations and any applicable provisions included in this Solicitation.</p> <p>HHSC reserves the right to request modifications to annual financial reports if, in HHSC’s sole determination, such changes are in HHSC’s best interest. Requested</p>

Req. Id	Detailed Requirements
	<p>modifications to annual financial reports will be completed by the Contractor with no additional fees due from HHSC.</p> <p>The expense summary will fully disclose the financial impact of all transactions with any parent, affiliated, or subsidiary organization either under a formal or informal arrangement that relates to the performance under the Contract. These transactions will be reported in a manner such that inter-company profits and margins are eliminated. The methodologies and assumptions supporting cost allocations will be disclosed, including cost allocations from home or central offices; and will follow the prescribed methodologies included in the Accounting Policy Manual approved by HHSC.</p>
ERRC-05	<p>Submit an initial Accounting Policy Manual with the Contractor's Cost Proposal that includes all proposed accounting policies and procedures (including cost allocations) the Contractor utilized to calculate the Contractor's Fixed and Variable Fees and the All-inclusive Hourly Labor Rates that are included in the Contractor's Cost Proposal.</p>
ERRC-06	<p>Submit a final accounting policy manual and Disclosure Statement (Cost Accounting Practices Statement Title 48 CFR, Chapter 99, Subchapter B Part 9903 Section 9903.101) within forty-five (45) Calendar Days of the Contract Effective Date, which includes any modifications necessary due to contract negotiations and all of the proposed accounting policies and procedures the Contractor must follow during the Contract Term.</p> <p>Any modifications included in the final accounting policy manual submitted within forty-five (45) Calendar Days of the Contract Effective Date must be approved in writing by HHSC prior to implementation of any change.</p> <p>Any modifications to the final accounting policy manual approved by HHSC must be approved in writing by HHSC prior to implementation of any change.</p>

8.4 FINANCIAL PAYMENT STRUCTURE AND PROVISIONS

The following sections further describe the components of each pricing structure to be utilized by HHSC and the major variables affecting each component.

8.4.1 Electronic Visit Verification Services Payment Structures

Payment for the contractual services described in this Solicitation will be based on several pricing structures, depending on the specific service domain and/or deliverable required. The Contractor will be responsible for performing the responsibilities stipulated in **Article II, Scope of Work** and **Article VIII, Financial: Section 8.3, Accounting and Reporting Requirements**. The Respondent will receive payments monthly as compensation for correctly and appropriately performing the services and deliverables required in the Contract or will receive payment based on deliverable milestones and acceptance as defined in **Attachment A-1, Pricing Workbook**.

The methods by which the Respondent will be paid for services under the Contract include:

- a. Administrative Costs - Costs for administrative Services provided by the Contractor

will be based on variable fee formulas for the State Pool System Operations Services (SPO). The costs for administrative Services for the other domains (GOP, SPS, PSM) will be based on fixed fee(s) only. The fixed administrative fee(s) and the variable administrative fee(s) will be competitively determined. The operational costs for administrative Services will be subject to the Prospective Price Re-determination provisions documented in **Section. 8.4.3.4, Prospective Price Re-Determination;**

- b. Additional Periodic Activities - The costs associated with systems modifications and additional periodic activities to be performed by the Contractor will, in part, be based on explicit fixed prices competitively proposed by the Contractor;
- c. Additional Recurring Activities - The costs associated with Additional Recurring Activities will be negotiated between the Contractor and HHSC after HHSC determines that the Contractor has submitted all of the detailed cost information necessary (including detailed metrics deemed acceptable by HHSC) to accurately modify the fixed and/or variable fees. Once a total cost for the Additional Recurring Activities is agreed upon, HHSC will make the determination as to whether the fixed fee formula(s) are modified, one or more of the variable formula(s) are modified, or all appropriate administrative payment components are modified and
- d. Transition (TRA) - Transition costs to meet Solicitation requirements will be paid on a fixed fee basis. Transition costs in excess of the final fixed price amount(s) included in the Contract will not be paid by HHSC. Transition costs will not be paid as an element of Operational administrative costs. Transition costs will be paid to the Respondent retrospectively. Any expenses incurred by the Respondent after the Operational start date of a specific Deliverable to complete Transition activities or correct any defects from the Transition Phase of that specific Deliverable must not be recorded as an Operational expense and will not be considered an allowable expense for the Prospective Price Re-determination element of the Contract.

8.4.2 Payment for Administrative Services

The Operations phase of the Contract is forty-three (43) months in length, and it begins in month six (6) of the Contract. The Operations pricing schedules consist of the following four (4) operational periods:

- a. Operational Contract Year 1: Contract months 6-12 (7 months);
- b. Operational Contract Year 2: Contract months 13-24 (12 months);
- c. Operational Contract Year 3: Contract months 25-36 (12 months) and
- d. Operational Contract Year 4: Contract months 37-48 (12 months).

In the event HHSC exercises an available renewal or extension term under the Contract, the fixed and variable administrative fees will be determined by the application of an inflator/deflator proposed by the Contractor.

Payment to the Contractor for Administrative Services will be based either on a fixed administrative fee basis only, or a combination of fixed administrative fees plus one (1) or more variable administrative fees as depicted below:

- a. For the State Pool System Operations Services (SPO) variable payment methodologies will be proposed; and

- b. For the Domains (GOP, SPS, PSM), only separate fixed monthly payment methodologies will be proposed.

HHSC will reduce the fixed and/or variable administrative payments for any services that become obsolete or no longer necessary during the Contract Term through negotiations and Amendments as necessary.

HHSC will not recognize as valid costs, any excessive charges or fees from the Contractor or any of the Contractor's Subcontractors that HHSC deems inappropriate.

HHSC will reduce the fixed and/or variable administrative payments in any option year exercised by HHSC for any expenses that will not be applicable during the option year, such as, but not limited to, depreciation and amortization expenses for capital items fully expensed during the Base Term of the Contract.

The Contractor must acknowledge and agree that HHSC will not be invoiced for fees for Services or Deliverables that have not been provided by the Contractor or any of its Subcontractors and will not be invoiced for fees for capital items that have not been incurred by the Contractor or any of its Subcontractors.

HHSC reserves the right to modify the fixed and variable fee payment methodologies to include fewer variable payment elements and/or additional variable payment elements in the administrative payment structure at any time during the Contract Term through negotiations and Amendments as necessary.

The Contractor's **Attachment A-1, Pricing Workbook** Worksheets related to this Solicitation must be based on the Contractor's proposed costs and an administrative service fee that will be included as part of each proposed fixed or variable fee and each proposed periodic activity fee applicable to the Contract. The final Administrative Service Fee that is included in the Contract will remain unchanged and be applicable for all Fixed Fees, Variable Fees, Periodic Activity Fees, recurring activity fees and any change orders executed during the Contract Term.

HHSC, at its sole discretion, may choose to process only a portion of an administrative fee invoice (Fixed and Variable) and a Transition Key Milestones transition invoice if only a portion of an invoice can be verified and validated by the information submitted. If HHSC decides to process an invoice in this manner, an adjustment will be made by HHSC, if only that portion of the fee invoice can be verified and validated by the information submitted. This is applicable to the subsections below.

8.4.2.1 Fixed Administrative Fees

Separate annual fixed administrative fees will be proposed for each operational Contract year of the Base Term and any optional Contract renewals or extensions for each domain. The final annual fixed administrative fees included in the Contract will be paid in equal monthly payments based on the number of months in each respective operational Contract year for each program type.

The Contractor must submit monthly invoices following the month in which the Contractor provides administrative services. HHSC will process and pay monthly fixed administrative fees in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Separate invoices for each program type must be

submitted by the Contractor to HHSC in the format specified by HHSC. Each invoice will be processed and paid separately.

Each invoice must show separate lines for each appropriations strategy, and Federal Financial Participation rate. The Contractor must also provide supporting documentation for fixed administrative costs invoices, in an electronic format, subject to approval by HHSC, by Program, appropriations strategy, and Federal Financial Participation rate.

HHSC, at its sole discretion, may choose to process only a portion of a fixed administrative fee invoice, if only a portion of an invoice can be verified and validated by the information submitted. If HHSC decides to process an invoice in this manner, an adjustment will be made by HHSC and only that portion of a fixed administrative invoice that can be verified and validated will be paid.

To be paid for the fixed administrative fees previously denied or not processed by HHSC, the Contractor must submit supplemental invoice(s) along with all corrections necessary. If any discrepancies are determined in the supporting documentation and invoice provided by the Contractor, HHSC will notify the Contractor of the discrepancies as soon as practicable and will not process the invoice until all information is reconciled.

HHSC will process and pay fixed administrative fees billed on supplemental invoices in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Each invoice will be processed and paid separately.

8.4.2.2 Variable Administrative Fees

Separate variable administrative fees will be proposed for each operational Contract year of the Base Term and any of the three (3) optional contract renewals for the State Pool System Operations (SPO). The other Domains, General Operations (GOP), State Pool System Management and Oversight (SPS), and Proprietary System Management and Oversight (PSM) will not have a variable fee component. HHSC reserves the right to modify the payment structure to including one or more additional variable administrative fees that will be negotiated with the Contractor.

The Contractor must submit monthly variable administrative cost invoices based on the determination of the costs as stated in **Sections 8.4.2.3, Determination of the Variable State Pool System Operations Fees** for State Pool System Operations Services. HHSC will process and pay monthly variable administrative fee(s) in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Separate variable payment invoices for each Program must be submitted by the Contractor to HHSC in the format specified by HHSC. Each invoice will be processed and paid separately.

Each invoice must show separate lines for each appropriations strategy and Federal Financial Participation rate. The Contractor must also provide supporting documentation for variable units included for each variable invoice, in an electronic format, subject to approval by HHSC, by Program, appropriations strategy and the Federal Financial Participation rate.

HHSC, at its sole discretion, may choose to process only a portion of a variable administrative fee invoice, if only a portion of an invoice can be verified and validated by the information submitted. If HHSC decides to process an invoice in this manner, an adjustment will be made by HHSC and only that portion of a variable administrative invoice that can be verified and validated will be paid.

To be paid for the variable administrative fees previously denied or not processed by HHSC, the Contractor must submit supplemental invoice(s) along with all corrections necessary. HHSC will process and pay variable administrative fees billed on supplemental invoices in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Each invoice will be processed and paid separately.

8.4.2.3 Determination of the Variable State Pool System Operations Fees

Payment for State Pool System Operations Services will be variable administrative fees will be based upon the number of transactions processed by the State Pool System during a month. These variable administrative fees will be based on a tiered structure. The baseline tier was established using historical transaction volumes and considers factors that may increase or decrease State Pool System transaction volumes. The number of “accepted transactions” in the service month shall determine the tier and corresponding variable administrative fee to be paid.

An “accepted transaction” is an EVV visit transaction that meets the following criteria:

- a. has been successfully transmitted from the State Pool System to HHSC’s EVV Aggregator;
- b. has received an “accepted” status from HHSC’s EVV Aggregator;
- c. is invoiced within twelve (12) months of acceptance into HHSC’s EVV Aggregator;
- d. has not been previously paid for by HHSC;
- e. does not update, cancel, or void a previously accepted EVV visit transaction; and
- f. is not a duplicate of a previously accepted EVV visit transaction.

For avoidance of doubt, transactions transmitted from Proprietary Systems to HHSC’s EVV Aggregator will not be counted for determination of the State Pool System Operations Fees.

If the number of “accepted transactions” is within the Reprice tier below Tier 1, HHSC shall pay Contractor the variable fee for Tier 1 until such time as the Parties mutually agree upon a price for the reduced volume. Upon agreement, Contractor shall refund to HHSC any difference between the variable fee for Tier 1 and the new price.

If the number of “accepted transactions” is within the Reprice tier above Tier 7, HHSC shall pay Contractor the variable fee for Tier 7 until such time as the Parties mutually agree upon a price for the increased volume. Upon agreement, Contractor shall invoice HHSC any difference between the variable fee for Tier 7 and the new price.

The tier pricing for each month's specific volume will be applicable as described in **Attachment A-1, Pricing Workbook, Variable State Pool System Operations Fees Worksheet.**

8.4.2.4 Transition Costs

During the Transition Phase, the Contractor will submit an invoice for up to **eighty-five (85%) percent** of the total fee for each Transition Key Milestones related to transition. HHSC will pay up to **eighty-five (85%) percent** of each completed Transition phase Key Milestone, less any assessed deductions for failure to provide an approved required Deliverable or for Service Level remedy. Once, the final transition milestone (Transition Milestone 8) is completed, the Contractor will submit an invoice for the final **fifteen (15%) percent** fee balance from all **eight (8)** transition milestones to HHSC. Once HHSC has provided formal acceptance and acknowledgement of completion of a fully operational Contractor Solution to the Contractor, then the final invoice for the remaining **fifteen (15%) percent** fee will be paid to the Contractor in accordance with the Prompt Payment Act, Title 10, Subtitle F Chapter 2251, Texas Government Code.

The fee structure for the respective Transition Key Milestones are capped as a percentage of the entire Transition Cost in **Table 39 – Transition Key Milestones with Percentage of Total Fee** as follows:

Table 39 – Transition Key Milestones with Percentage of Total Fee

Key Milestones	Maximum Percent of Key Milestone Total Fee Allowed	Payment After Transition Acceptance (Remainder Balance)	Total
Transition Milestone 1	85%	15%	100%
Transition Milestone 2	85%	15%	100%
Transition Milestone 3	85%	15%	100%
Transition Milestone 4	85%	15%	100%
Transition Milestone 5	85%	15%	100%
Transition Milestone 6	85%	15%	100%
Transition Milestone 7	85%	15%	100%
Transition Milestone 8	85%	15%	100%

HHSC will process and pay the transition costs in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Separate invoices for each Key Milestone must be submitted by the Contractor to HHSC in the format specified by HHSC. Each invoice will be processed and paid separately. As directed by HHSC, the Contractor will separate the invoices according to the various State and federal funding sources

that support the applicable Program that have responsibilities for specific Transition Key Milestones and/or segments of the respective Service.

HHSC, at its sole discretion, may choose to process only a portion of a Key Milestone invoice, if only a portion of the invoice can be verified and validated by the information submitted. If HHSC decides to process an invoice in this manner, an adjustment will be made by HHSC and only that portion of the Key Milestone invoice that can be verified and validated will be paid.

The Contractor must submit supplemental invoice(s) along with all necessary corrections to be paid for the Transition Key Milestones transition fees previously denied or not processed by HHSC. HHSC will process and pay Transition Key Milestones transition fee(s) billed on supplemental invoices in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Each invoice will be processed and paid separately.

Proposed transition costs will be included in the pricing evaluation for each Key Milestone. Actual transition costs in excess of the amount included in the Contract for each Transition Key Milestones will not be paid by HHSC. Transition requirements for each Transition Key Milestones will be subjected to one or more performance measurement(s). Performance remedies, either liquidated damages and/or actual damages, may apply to each Transition Key Milestones if the Contractor is not able to provide all of the necessary Services and/or Deliverables on the specified date for the specific Key Milestone(s) included in the Contract.

8.4.2.5 Supplemental Services

In order to accommodate future business objectives, which may be a result of implementation of federal and State mandates and other State initiatives, that are aligned with the original purpose of the Contract and reasonably related to the scope of the Solicitation, HHSC may require the Contractor to perform Supplemental Services during the Contract Term.

HHSC will initiate the request for Supplemental Services using the Change Order Request (COR) process. HHSC will provide such information as the Contractor reasonably requests in order to prepare a Supplemental Services Plan to address the performance of the requested services within the required timeline.

Unless otherwise agreed by the Parties, the Contractor will respond to HHSC's Supplemental Services request on or before the thirtieth (30th) Business Day following the date of receipt of HHSC's request. In the case of a pressing need or an emergency, the Contractor will respond more quickly to HHSC's Supplemental Services request.

In response to HHSC's Supplemental Services request, the Contractor shall provide a Supplemental Services Plan that will include, at a minimum, the following information, properly itemized and supported by sufficient substantiating data (e.g., documentation by Subcontractors performing the work), to permit evaluation by HHSC:

- a. A Project plan and fixed price or price estimate for the additional service;
- b. A detailed breakdown of such price or estimate;

- c. The estimated level of effort (service hours);
- d. A description of the Service Levels to be associated with the additional service;
- e. A schedule for commencing and completing the additional service;
- f. A description and justification of the new hardware or software to be provided by the Contractor in connection with the additional service;
- g. A description of the software, hardware, and other resources necessary to provide the additional service;
- h. Any risks associated with the additional service and/or the integration of the additional service into the existing environment;
- i. In the case of any developed materials to be created through the provision of the additional service, any ownership rights therein that differs from the provisions already included in the Contract; and
- j. An analysis and estimate of the operational impacts related to the additional service.

The Contractor must provide, in the supplemental services cost proposal, cost information, including detailed supporting metrics and detailed supporting costs deemed acceptable by HHSC, in sufficient detail to accurately modify the applicable Fixed Fee and Variable Fee formulas. Once a total cost for the supplemental services is agreed upon, HHSC will make the determination as to which Fixed Fee and/or Variable Fee formula(s) are to be modified.

Notwithstanding any provision to the contrary:

- a. The Contractor will act reasonably and in good faith in formulating the Supplemental Services pricing proposal;
- b. The Contractor will identify potential means of reducing the cost to HHSC, including utilizing Subcontractors as and to the extent appropriate;
- c. The Supplemental Services pricing proposal will be no less favorable to HHSC than the pricing and labor rates set forth in the Contract for comparable services;
- d. The Supplemental Services pricing proposal will account for the existing and future volume of business between HHSC and the Contractor; and
- e. The Contractor shall not be entitled to an increase in the Contract amount or a renewal or extension of the Base Contract Term with respect to any work performed that is not required by the Contract as amended, modified, and supplemented in a fully executed contract amendment.

HHSC may accept or reject any Supplemental Services Plan. Upon HHSC's acceptance of the Contractor's Supplemental Services Plan, the Contract will be amended to include the addition of such Supplemental Services. The Contractor shall not invoice and HHSC shall not pay for any charges related to the investigation of any proposed change to existing services or the development of Supplemental Services Plan(s). In addition, the Contractor shall not invoice and HHSC shall not pay for Supplemental Services that:

- (1) deviate from the HHSC-approved Supplemental Services Plan;
- (2) commence prior to the date of the applicable Contract amendment; and

(3) exceed the fees specified in the applicable Contract amendment.

8.4.2.6 Reduced Services

In the event of the occurrence of an Extraordinary Event or Unanticipated Change, HHSC may, at its option, request modifications to the Scope of Work to address each such occurrence.

For the purpose of this clause, the term “Extraordinary Event” means a circumstance in which an event or discrete set of events has occurred or is planned with respect to the operations of HHSC that results or will result in a reduction in the nature or volume of the Services that HHSC will require from the Contractor.

For the purpose of this clause, the term “Unanticipated Change” refers to a material change in the technologies or processes available to provide all or any portion of the Services which is outside the normal evolution of technology experienced by the Services, that was not generally available as of the Contract Effective Date and that would materially reduce the Contractor's cost of providing the Services.

If an Extraordinary Event or Unanticipated Change occurs, and if HHSC requests a modification to the Scope of Work to address such an occurrence, the Parties will use the Change Order Request (COR) process to equitably adjust the fees and other relevant provisions of the Contract to take the changed circumstance into account.

As part of the COR process, the Contractor and HHSC will mutually determine the efficiencies, economies, savings, and resource utilization reductions, if any, resulting from the Extraordinary Event and/or Unanticipated Change. Following the contract amendment memorializing the reduction of Services and the associated pricing adjustments, the Contractor will then proceed to implement such efficiencies, economies, savings, and resource utilization reductions as quickly as practicable and in accordance with the agreed upon schedule. As the efficiencies, economies, savings or resource utilization reductions are realized, the applicable Fixed Fee and/or Variable Fee specified in the Contract will be promptly and equitably adjusted to pass through to HHSC the net benefit of such efficiencies, economies, savings and resource utilization reductions; provided, that HHSC will reimburse the Contractor for any net costs or expenses incurred to realize such efficiencies, economies, savings or resource utilization reductions if and to the extent the Contractor:

- a) Notifies HHSC of such additional costs and obtains HHSC's approval prior to incurring such costs;
- b) Provides documented efforts to identify and consider practical alternatives, and reasonably determines that there is no other more practical or cost-effective way to obtain such savings without incurring such expenses; and
- c) Provides documented efforts to minimize the additional costs to be reimbursed by HHSC.

An Extraordinary Event or Unanticipated Change will not result in Fixed Fee and/or Variable Fee to HHSC being higher than such Fixed Fee and/or Variable Fee in the Contract at the time of the applicable Extraordinary Event or Unanticipated

Change. The Contractor shall not invoice and HHSC shall not pay for any charges related to the investigation of any proposed change to existing services.

8.4.2.7 Periodic Activities

HHSC anticipates that, during the Contract Term, implementation of State and/or federal mandates and other State initiatives will require additions or changes to the activities performed under the Contract. Payment for costs associated with changes to Services and/or Deliverables required after the Effective Date of the Contract will be negotiated with the Contractor. The Contractor will develop not to exceed fixed price Change Orders based on the performance requirements and the specified results included in any potential change order requested by HHSC. The not to exceed Change Order will utilize the explicit fixed all-inclusive hourly labor rates proposed by the Contractor as described in **Attachment A-1, Pricing Workbook All-Inclusive Hourly Labor Rates Worksheet**. The invoices submitted to HHSC will be based on the actual number of hours worked on the specific modification by the Contractor's staff or the staff of the Contractor's Subcontractor multiplied by the explicit fixed all-inclusive hourly labor rates included in the Contract and proposed in the Change Order. The invoices for such changes will also be based on the actual costs for hardware, hardware maintenance, software license fees and software maintenance necessary to complete the Services and/or Deliverables.

A Contractor will employ the all-inclusive hourly labor rates for all staff working on this Project. **Attachment A-1, Pricing Workbook, All-Inclusive Hourly Labor Rates Worksheet**, contains definitions, classifications, and detailed information for all ITSAC defined IT related staffing roles and the all-inclusive labor rates for all IT and Non-IT staffing roles. **Attachment A-1, Pricing Workbook, All-Inclusive Hourly Labor Rates Worksheet** relates to both IT staffing and Non-IT staffing resources labor rates under this Contract. The Respondent must insert additional rows, classification types, definitions, and detailed information similar to the information that is included in **Attachment A-1, Pricing Workbook, All-Inclusive Hourly Labor Rates Worksheet** for all additional staff that would be utilized by the Contractor during the Contract Term. For consistency, the staffing Services roles defined in **Attachment A-1, Pricing Workbook, All-Inclusive Hourly Labor Rates Worksheet** are to be utilized for specifying all-inclusive hourly labor rates.

Attachment A-1, Pricing Workbook, Non-IT-Staffing-Descriptions must be completed with all the definitions, classifications, and detailed information for all Non-IT staffing roles.

The Contractor will employ the all-inclusive hourly labor rates proposed in developing pricing proposals for the performance of new or modified Services and Deliverables that are required after the Contract Effective Date.

No additional costs related to the all-inclusive hourly labor rates will be paid for any other items unless HHSC, in its sole discretion, determines that any additional cost(s) requested by the Contractor are unique to the specific Project and that the Contractor should not have otherwise included those additional costs as part of the required all-inclusive hourly labor rates.

HHSC will process and pay these fee(s) in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. If HHSC identifies any discrepancies in the information provided by the Contractor, HHSC will notify the Contractor of the discrepancies as soon as is practicable and will not process the invoice until all information is reconciled.

To be paid for the fixed service delivery fees previously denied or not processed by HHSC, the Contractor will submit supplemental invoice(s) along with all necessary corrections. HHSC will process and pay service delivery fees billed on supplemental invoices in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Contractor will submit separate invoices for each specific program type and each specific Change Order to HHSC in the format specified by HHSC. HHSC will process and pay each invoice separately.

The costs for such non-recurring modifications will be subject to the Prospective Price Re-determination provisions.

The Contractor will employ the Periodic Activity All-Inclusive Hourly Labor Rates proposed in developing pricing proposals for the performance of additional periodic activities required after the Contract Effective Date. Additional periodic activities are defined as the provision of any service(s), Deliverable(s) or product(s) that will not be performed on a regular recurring basis.

The all-inclusive hourly labor rates will be proposed for the first forty-eight (48) months of the resulting Contract. Periodic Activity All-Inclusive Hourly Labor Rates for the subsequent twelve (12) month of the optional renewal or extension periods will be determined by the application of a onetime fixed annual price inflator/deflator on renewal year one (1) proposed by the Contractor and accepted by HHSC.

The Periodic Activity All-Inclusive Hourly Labor Rates proposed by the Contractor must contain all costs related to performing the required functions; including, but not limited to, local travel, long-distance travel, long-distance telephone communications, computer depreciation and/or computer usage costs, salaries, fringe benefits, indirect overhead charges, and the allowable administrative service fee. No additional costs will be paid for any other items unless HHSC, in its sole discretion, determines that any additional cost(s) requested by the Contractor are extremely unique to the specific Project and that the Contractor should not have otherwise included those additional costs as part of the required all-inclusive hourly labor rates.

The State intends to process and pay the modifications fee(s) in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. If any discrepancies are determined in the information provided by the Contractor, HHSC will notify the Contractor of the discrepancies as soon as is practicable and will not process the invoice until all information is reconciled.

The Contractor must submit supplemental invoice(s) along with all corrections necessary to be paid for the modifications fee(s) previously denied or not processed by HHSC. HHSC will process and pay modifications fee(s) billed on supplemental

invoices in accordance with Texas Government Code Title 10, Subtitle F, Chapter 2251. Each invoice will be processed and paid separately.

8.4.2.8 Recurring Activities

HHSC anticipates that, during the Contract Term, implementation of State and federal mandates and other State initiatives will require additions or changes to the normal activities performed under the Contract. For purposes of this section, Recurring Activities means those additions or changes to normal activities that will be needed to be performed on an ongoing basis. All such changes will be negotiated between HHSC and Contractor. The pricing associated with additional Recurring Activities will be negotiated between the Contractor and HHSC after HHSC determines that the Contractor has submitted all the detailed cost information and proper justification necessary (including detailed metrics deemed acceptable by HHSC) to accurately modify the fixed and/or Variable fees. Once a total cost for the additional recurring activities is agreed upon, HHSC will make the determination as to whether the fixed fee formula(s) are modified, one or more of the Variable formula(s) are modified, or all appropriate administrative payment components are modified. If the Parties fail to reach an agreement regarding either the change or the associated cost, HHSC may exercise its right to terminate the Contract.

The fixed annual inflation/deflation factor(s) (if applicable) and the allowable Administrative Service Fee included in the Contract will be applicable for any of the proposed expenses submitted by the Contractor and reviewed by HHSC to determine the appropriate Fixed and/or Variable fee adjustments included in any amendment executed to include the Additional Recurring Activities in the Contract.

8.4.3 Additional Financial Components

8.4.3.1 Ownership of Non-SaaS Nonexpendable Capital Items at Termination of the Contract

This **Section 8.4.3.1, Ownership of Non-SaaS Nonexpendable Capital Items at Termination of the Contract**, relates to Contract specific capital items needed to support the Services and Deliverables included in this Solicitation such as desktop/laptop computers purchased for use by the EVV Contractor staff.

Ownership of all Non-SaaS Nonexpendable Capital Items, including leased capital items, funded by the Contract will pass to HHSC at the expiration or earlier termination of the Contract.

Non-SaaS Nonexpendable Capital Items are defined as tangible and personal property of a non-consumable nature that have an acquisition cost of \$500.00 or more per unit and an expected useful life of at least **one (1)** year. The term nonexpendable capital item includes, but is not limited to, office furniture, office equipment, telephone equipment, computer furniture, computer equipment, computer software (including COTS software) and computer leases.

Computer software and software license(s) that fall under this definition are limited to those that transfer with equipment to HHSC upon termination of the Contract and do not require any monthly or annual fees to continue to be operational.

All Non-SaaS Nonexpendable Capital Items, including Non-SaaS Nonexpendable Capital Items that are leased, will either be expensed at the time of purchase and implementation or will be depreciated / amortized monthly during the Contract Term. HHSC will determine the methodology for expensing or depreciating / amortizing any nonexpendable capital item and inform the Contractor of its decision prior to the Contractor purchasing the items. The cost of installation (excluding in-house labor) of equipment, furniture, workstations, and other leasehold improvements required to make the space useable to meet the requirements of the Contract will also be treated in the same manner as the capital item; the cost will either be expensed at the time of purchase and implementation or will be depreciated during the Contract Term.

If the Contract terminates before the end of the Base Contract Term, HHSC will have the option to take ownership of all, some, or none of the Non-SaaS Nonexpendable Capital Items.

All capital lease(s) will include the ability for the Contractor to purchase the capital items included in the lease for \$1.00 at the expiration of the Contract Term. If the Contract terminates before the end of the Base Term, HHSC will have the option to take ownership of all, some, or none of the Non-SaaS Nonexpendable Capital Items. If HHSC chooses to take ownership of a Non-SaaS Nonexpendable Capital Items, HHSC will (subject to the other limitations set forth in the Contract), reimburse the Contractor for the remaining months of any Non-SaaS Nonexpendable Capital Items (depreciation), amortized capitalized lease costs, amortized operating lease costs, costs related to lease purchase options and/or installation costs related to equipment, furniture, workstations, or other leasehold improvements (capital items) acquired under the Contract. These costs are limited to the Contract Term.

In exercising its options under the foregoing paragraph, HHSC will have the right to offset against any such reimbursements any remedies and/or damages that HHSC is entitled to assess against the Contractor.

If HHSC elects to take ownership of any Non-SaaS Nonexpendable Capital Items, the Contractor will ship all Non-SaaS Nonexpendable Capital Items purchased and third-party software licensed pursuant to the Contract, freight prepaid, freight on board (FOB) HHSC's destination. The method of shipment will be consistent with the nature of the Non-SaaS Nonexpendable Capital Items and hazards of transportation. Regardless of FOB point, the Contractor must agree to bear all risks of loss, damage, or destruction of Deliverables, in whole or in part, ordered hereunder that occurs prior to acceptance by HHSC, except loss or damage attributable to HHSC's fault or negligence; and such loss, damage, or destruction will not release the Contractor from any obligation hereunder. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC, except loss or damage attributable to the Contractor's fault or negligence.

If HHSC does not choose to take ownership of a Non-SaaS Nonexpendable Capital Items, then all costs associated with that item remain the responsibility of the Contractor without any recourse to HHSC.

The Contractor is advised not to enter into any leases that extend beyond the base term of the Contract. In no event will HHSC reimburse the Contractor for the portion of

any lease that is allocable beyond the base term of the Contract. The Contractor will be responsible to pay any costs related to exercising any purchase option to provide HHSC with a clear title to any capital items HHSC chooses to retain. The Contractor will be responsible to pay any such costs on or before the date the Contract expires or is terminated.

At the end of the Contract, the Contractor will transfer ownership and possession of all hardware and software related to the Non-SaaS Nonexpendable Capital Items described in this section (including but not limited to software purchased under the Contract) that was funded through the respective Contract and any other materials or property deemed to be a product of the Contract to HHSC, or a new service provider as designated by HHSC, within the timelines specified by HHSC. The Contractor will be responsible for all costs related to transferring the assets to HHSC or HHSC's designee. All transferred data must be compliant with HIPAA requirements. Refer to Title 45 CFR, Subtitle A, Subchapter A, Part 95, Subpart F, Section 95.617 for ownership rights related to nonexpendable capital items specifically related to the EVV SaaS solution.

The funds budgeted for capital equipment cannot be used for any expenditures other than for capital items (capital equipment purchases, capital equipment leases or installation costs related to equipment, furniture, workstations, or other leasehold improvements) necessary to meet the requirements of the Contract.

All Non-SaaS Nonexpendable Capital Items acquired under the Contract will be recorded and a list will be provided to HHSC at the end of each State fiscal quarter. The Contractor will use an asset tracking system, processes, procedures, and asset tracking software approved by HHSC to record all Non-SaaS Nonexpendable Capital Items on the required asset list. The list of the Non-SaaS Nonexpendable Capital Items must include, at a minimum:

- a. A description of each capital item;
- b. Model number;
- c. Manufacturer's serial number where applicable;
- d. Funding source;
- e. Information needed to calculate the federal and State share of the acquisition cost;
- f. Date of acquisition;
- g. Unit cost; and
- h. Information on the specific location of the capital item. HHSC will have the right to modify the detailed information necessary that is related to this asset listing requirement.

At HHSC's option and subject to its prior written approval and acceptance, ownership of all Non-SaaS Nonexpendable Capital Items acquired during the term of the Contract will vest in HHSC at the earliest of:

- 1) The date the nonexpendable capital item is no longer needed to fulfill any requirements of the Contract;

- 2) The date the item is turned over to HHSC; or
- 3) Upon expiration or termination of the Contract.

At no time will the Contractor dispose of Non-SaaS Nonexpendable Capital Items purchased for the Contract without prior approval from HHSC. Within ten (10) Business Days after the earliest of the events stated above, the Contractor will provide HHSC with all documentation reasonably necessary to evidence HHSC's ownership of the items. The Contractor will obtain prior approval from HHSC before purchasing any Non-SaaS Nonexpendable Capital Items and/or any commercially off the shelf software for the Contract.

8.4.3.2 Payment for Pass-Through Items

Actual expenditures for Pass-Through Items made on HHSC's behalf will be paid without allocation of any indirect charges (general and administrative expenses, overhead, etc.) or administrative service fees. The Contractor must utilize the detailed pricing schedules included in **Attachment A-1, Pricing Workbook**, to depict the amount of pass-through expenses that will be paid without indirect charges or administrative service fees. Items designated as Pass-Through Items include the following:

- a. Capital expenditures (with sales taxes) including lease or rental payments on capital equipment;
- b. All postage expenses/delivery expenses directly related to the operation of the Contract;
- c. Software license and maintenance fees;
- d. Office rent (including leasehold improvements and lease pass-through expenses);
- e. All printing costs including Provider Manuals, Handbooks, Bulletins, and similar; and
- f. All telecommunication lines, including local lines, toll-free lines, electronic communications lines, fiber optic lines, cell phones, Internet connections, etc.

Actual expenditures for Pass-Through Items made on HHSC's behalf will be paid without allocation of any indirect charges (general and administrative expenses, overhead, etc.) or the allowable administrative service fee for any proposed expenses submitted by the Contractor and reviewed by HHSC to determine the appropriate Fixed Fee and/or Variable Fee adjustments included in any amendment to the Contract.

Pass-Through Items will not be paid separately by HHSC. Contractors must include expenses related to Pass-Through Items in with the Fixed Fee and/or Variable Fee proposed by the Contractor. As such, since Pass-Through Items are included as an element of the fixed and/or variable fees that will be paid to the Contractor, they are included in the "Fee Ceiling" explained in **Section 8.4.3.3, Administrative Fees**.

Actual allowable expenses related to Pass-Through Items incurred by the Contractor will be included as part of the total allowable costs incurred by the Contractor plus the

allowable Administrative Service Fee in calculating any Payment Disparities for the Prospective Price Re-determination.

8.4.3.3 Administrative Fees

Administrative Fees paid to the Contractor during each Operational Contract Year will consist of:

1. the Fixed Administrative Fees;
2. the Variable Administrative Fees;
3. the Administrative Fees for the Additional Periodic Activities; and
4. the Administrative Fees for the Additional Recurring Activities.

The sum of the above four Fee components will be referred to as the “Fee Ceiling”. The total maximum cost of the Services and Deliverables, separated by each program type, supplied by the Contractor to HHSC during each Operational Contract Year will not exceed the lesser of

- a. the Contractor’s fees (Fee Ceiling); or
- b. the sum of the Allowable Costs incurred by the Contractor plus the allowable administrative service fee during the subject Operational Contract Year.

The sum of Allowable Costs incurred by the Contractor will potentially include adjustments necessary as a result of the determination of Allowable Costs for the Contractor. HHSC will solely determine the specific Subcontractors that will be considered Major Subcontractors for this Prospective Price Re-determination provisions. Major Subcontractors will normally be limited to Contractor’s Subcontractors whose costs exceed 15% of the annual projected value of the Fee Ceiling or whose primary business function is to provide staffing. HHSC reserves the right to designate any of the Contractor’s Subcontractors as a Major Subcontractor.

8.4.3.4 Prospective Price Re-Determination

HHSC is procuring a fixed-price re-determinable prospective Contract that will allow the total fees paid during a specified time period to be lowered during a succeeding time period if the actual profits earned by the Contractor during a specified time period are at least 20% greater than the allowed profit percentage included in the negotiated fixed fees at the beginning of the Contract. For example: if the agreed upon profit percentage is 10%, then actual profits above 12% would meet the criteria for the Prospective Price Re-determination provisions. Specified time periods designated by HHSC for this provision are as follows:

1. PPR Audit #1: Operational Contract Year 1 and Operational Contract Year 2 (i.e., the initial nineteen (19) months of Operations) of the Base Term of the Contract.
2. PPR Audit #2: Operational Contract Year 3 and Operational Contract Year 4, (i.e., the remaining twenty-four (24) months of Operations) of the Base Term of the Contract.

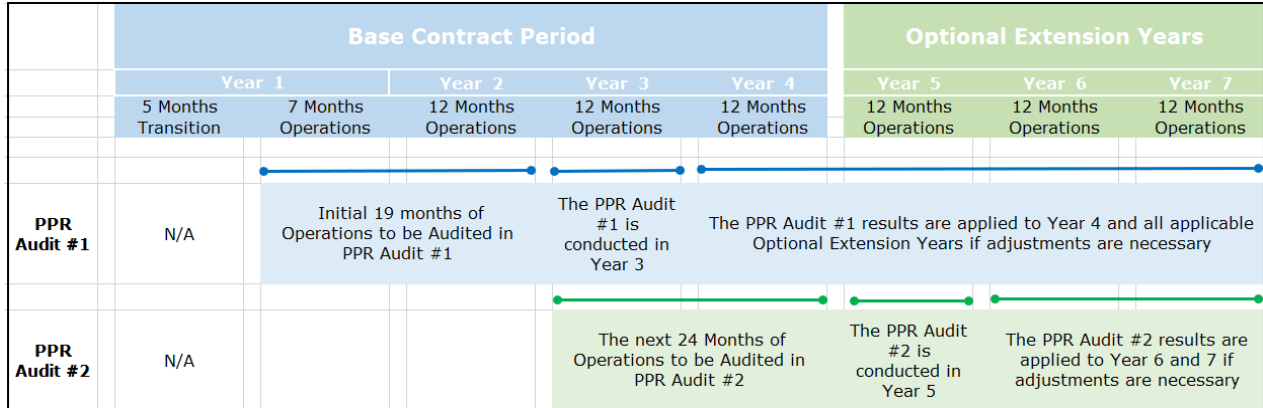
The first Prospective Price Re-determination audit would include the initial nineteen (19) months of operations. The PPR Audit #1 may be conducted during

the Operational Contract Year three (3). Modifications, if necessary, would be applied to Operational Contract Year 4 and each applicable option year (Operational Contract Years 5, 6 and 7) if the Contract is extended.

A second Prospective Price Re-determination audit may be conducted and would include Operational Contract Years 3 and 4 of the base term of the Contract. The PPR audit #2 may be conducted during the Operational Contract Year 5. Modifications, if necessary, would be applied to each applicable option year during the second (Operational Contract Year 6) and third (Operational Contract Year 7) option periods. Any contract resulting from this Solicitation shall include the Prospective Price Re-determination provisions. See Figure 1 - Prospective Price Re-Determination (PPR) Audit Timeline.

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Figure 1 - Prospective Price Re-Determination (PPR) Audit Timeline



The following three (3) scenarios depict how HHSC will apply the prospective price re-determination provisions to hypothetical results attained by a Contractor.

Table 40 – PPR Scenario 1: actual profit is greater than allowed profit and greater than proposed profit.

Table 40 – PPR Scenario 1

Cost Items	Rates	Proposed Expenses and Profit for Initial 20 Operational Months	Actual Expenses and Profit for Initial 20 Operational Months	
Cost Analysis				
Salaries (including Fringe Benefits)		\$1,000,000	\$950,000	A
Direct Expenses		\$2,000,000	\$1,900,000	B
Subtotal: Salaries and Direct Expenses		\$3,000,000	\$2,850,000	C = A + B
Indirect Expenses: (Overhead and General and Administrative)	8.00%	\$240,000	\$228,000	D = 8% x C
Subtotal: Salaries, Direct Expense, and Indirect Expenses		\$3,240,000	\$3,078,000	E = C + D
Proposed Profit	10.00%	\$324,000		

Total Fixed and Variable Ceiling Amount		\$3,564,000		
Total Fixed and Variable Fees Paid to Contractor		\$3,564,000	\$3,564,000	F
Profit Analysis				
Proposed Profits	10.00%	\$324,000		
Actual Profits (= G / E)	15.79%		\$486,000	G = F - E
Allowed Profit	12.00%		\$369,360	H = 12% x E
Difference (Excess Profits)			\$116,640	I = G - H
Monthly Average of Excess Profits (Amount / 20 months)			\$5,832	J = I / 20
Annualized Excess Profits (12 Months)			\$69,984	K = J x 12
Reduction to future Fixed Fees			\$69,984	K

Table 41 – PPR Scenario 2: actual profit is less than allowed profit but greater than proposed profit.

Table 41 – PPR Scenario 2

Cost Items	Rates	Proposed Expenses and Profit for Initial 20 Operational Months	Actual Expenses and Profit for Initial 20 Operational Months	
Cost Analysis				
Salaries (including Fringe Benefits)		\$1,000,000	\$990,000	A
Direct Expenses		\$2,000,000	\$1,980,000	B

Cost Items	Rates	Proposed Expenses and Profit for Initial 20 Operational Months	Actual Expenses and Profit for Initial 20 Operational Months	
Subtotal: Salaries and Direct Expenses		\$3,000,000	\$2,970,000	$C = A + B$
Indirect Expenses: (Overhead and General and Administrative)	8.00%	\$240,000	\$237,600	$D = 8\% \times C$
Subtotal: Salaries, Direct Expense, and Indirect Expenses		\$3,240,000	\$3,207,600	$E = C + D$
Proposed Profit	10.00%	\$324,000		
Total Fixed and Variable Ceiling Amount		\$3,564,000		
Total Fixed and Variable Fees Paid to Contractor		\$3,564,000	\$3,564,000	F
Profit Analysis				
Proposed Profits	10.00%	\$324,000		
Actual Profits (= G / E)	11.11%		\$356,400	$G = F - E$
Allowed Profit	12.00%		\$384,912	$H = 12\% \times E$
Difference (Excess Profits)			None	$I = G - H$
Monthly Average of Excess Profits (Amount / 20 months)			N/A	$J = I / 20$
Annualized Excess Profits (12 Months)			N/A	$K = J \times 12$
Reduction to future Fixed Fees			N/A	K

Table 42 - PPR Scenario 3: actual profit is less than allowed profit and less than proposed profit.**Table 42 – PPR Scenario 3**

Cost Items	Rates		Proposed Expenses and Profit for Initial 20 Operational Months	Actual Expenses and Profit for Initial 20 Operational Months	
Cost Analysis					
Salaries (including Fringe Benefits)			\$1,000,000	\$1,020,000	A
Direct Expenses			\$2,000,000	\$2,040,000	B
Subtotal: Salaries and Direct Expenses			\$3,000,000	\$3,060,000	C = A + B
Indirect Expenses: (Overhead and General and Administrative)	8.00%		\$240,000	\$244,800	D = 8% x C
Subtotal: Salaries, Direct Expense, and Indirect Expenses			\$3,240,000	\$3,304,800	E = C + D
Proposed Profit	10.00%		\$324,000		
Total Fixed and Variable Ceiling Amount			\$3,564,000		
Total Fixed and Variable Fees Paid to Contractor			\$3,564,000	\$3,564,000	F
Profit Analysis					
Proposed Profits	10.00%		\$324,000		

Actual Profits (= G / E)	7.84%			\$259,200	$G = F - E$
Allowed Profit	12.00%			\$396,576	$H = 12\% \times E$
Difference (Excess Profits)				None	$I = G - H$
Monthly Average of Excess Profits (Amount / 20 months)				N/A	$J = I / 20$
Annualized Excess Profits (12 Months)				N/A	$K = J \times 12$
Reduction to future Fixed Fees				N/A	K

ARTICLE IX. GENERAL TERMS AND CONDITIONS

9.1 GENERAL CONDITIONS

9.1.1 Changes, Modifications, and Cancellation

HHSC reserves the right to make changes to and/or cancel this RFO and will post all changes and modifications, whether made as a result of a potential Respondent's written inquiries or otherwise, and cancellation notices on the ESBD. It is the responsibility of the Respondent to check the ESBD regularly for any additional information regarding this RFO. If the Respondent fails to monitor the ESBD for any changes or modifications to the RFO, such failure will not relieve the Respondent of its obligation to fulfill the requirements as posted.

9.1.2 Offer Period

Solicitation Responses shall be binding for a period of 240 days after the submission due date. A Respondent may extend the time for which its Solicitation Response will be honored. Upon Contract execution, prices agreed upon by the successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the successful Respondent unless expressly agreed upon in writing by HHSC.

9.1.3 Costs Incurred

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by HHSC to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. HHSC is not liable for any costs incurred by a Respondent. Costs of developing Solicitation Responses, preparing for or

participating in Oral Presentations, Demonstrations, and Site Visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

9.1.4 Contract Responsibility

HHSC will look solely to the successful Respondent for the performance of all contractual obligations that may result from an award based on this Solicitation. The successful Respondent shall not be relieved of its obligations for any nonperformance by its Subcontractors.

9.1.5 Public Information Act - Respondent Requirements Regarding Disclosure

Proposals and contracts are subject to the Texas Public Information Act (PIA), Texas Government Code Chapter 552, and may be disclosed to the public upon request. Other legal authority also requires HHSC to post contracts and proposals on its public website and to provide such information to the Legislative Budget Board for posting on its public website.

Under the PIA, certain information is protected from public release. If Respondent asserts that information provided in its Solicitation Response is exempt from disclosure under the PIA, Respondent must:

a. Mark Original Solicitation Response:

1. Mark the Original Solicitation Response, on the top of the front page, with the words “CONTAINS CONFIDENTIAL INFORMATION” in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);
2. Mark the bottom of each page on the Solicitation Response that contains information that Respondent claims is exempt from public disclosure with the words “CONTAINS CONFIDENTIAL INFORMATION”;
3. Identify, adjacent to each portion of the Solicitation Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure (*NOTE: no redactions are to be made in the Original Solicitation Response*);

b. Certify in Original Solicitation Response – HHS Solicitation Affirmations V2.2 (attached as Exhibit A to this Solicitation):

Certify, in the designated section of the HHS Solicitation Affirmations Version 2.2, Respondent’s confidential information assertion and the filing of its Public Information Act Copy; and

c. Submit Public Information Act Copy of Solicitation Response:

Submit a separate “Public Information Act Copy” of the Original Solicitation Response (in addition to the original and all copies otherwise required under the provisions of this Solicitation). The Public Information Act Copy must meet the following requirements:

1. The copy must be clearly marked as “Public Information Act Copy” on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Times New Roman font or larger);

2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (c) of this section must be identical to those set forth in the Original Solicitation Response as required in Subsection (a)(2), above. The only difference in required markings and information between the Original Solicitation Response and the “Public Information Act Copy” of the Solicitation Response will be redactions - which can only be included in the “Public Information Act Copy.” There must be no redactions in the Original Solicitation Response.

By submitting a response to this Solicitation, Respondent agrees that, if Respondent does not mark the Original Solicitation Response, provide the required certification in the HHS Solicitation Affirmations Version 2.2, and submit the Public Information Act Copy, Respondent’s Solicitation Response will be considered to be public information that may be released to the public without notice to the Respondent in any manner including, but not limited to, in accordance with the Public Information Act, posted on HHSC’ public website, and posted on the Legislative Budget Board’s public website.

If any or all Respondents submit partial, but not complete, information suggesting inclusion of confidential information and failure to comply with the requirements set forth in this section, HHSC, in its sole discretion and in any Solicitation, reserves the right to (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) to offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply.

Respondent should not submit a Public Information Act Copy indicating that the entire Solicitation Response is exempt from disclosure. Merely making a blanket claim that the entire response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable.

A Solicitation Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its response, by submitting a response, Respondent agrees to reproduction and posting on public websites by the State of Texas, including all other State agencies, without cost or liability and, additionally, agrees to allow the State of Texas to provide a copy of the Solicitation Response to individuals making a PIA request for the response.

HHSC will strictly adhere to the requirements of the PIA regarding the disclosure of public information. As a result, by participating in this Solicitation process, Respondent acknowledges that all information, documentation, and other materials submitted in the Solicitation Response in response to this Solicitation may be subject to public disclosure under the PIA. HHSC does not have authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the PIA and by rulings of the Office of the Texas Attorney General. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and proprietary or otherwise confidential information. HHSC

assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Respondents.

For more information concerning the types of information that may be withheld under the PIA or questions about the PIA, please refer to the Public Information Act Handbook published by the Office of the Texas Attorney General or contact the attorney general's Open Government Hotline at (512) 478-OPEN (6736) or toll-free at (877) 673-6839 (877-OPEN TEX). To access the Public Information Act Handbook, please visit the attorney general's website at <http://www.texasattorneygeneral.gov>.

9.1.6 Respondent Waiver – Intellectual Property

SUBMISSION OF ANY DOCUMENT TO HHSC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS, HHSC FROM ANY CLAIM OF INFRINGEMENT BY HHSC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO HHSC BY RESPONDENT.

9.1.7 Standards of Conduct for Vendors

Pursuant to Title 1 of the Texas Administrative Code (TAC), Part 15, Chapter 391, Subchapter D, Rule §391.405(a), contractors, Respondents, and vendors interested in working with [HHSC are required to implement standards of conduct to apply to all matters involving, or related to, those solicitations and contract(s) between themselves and HHS. These standards must adhere to ethics requirements adopted in rule, in addition to any ethics policy, or code of ethics approved by the HHSC executive commissioner and must be at least as restrictive as those applicable to HHSC personnel in the applicable ethics law and policy provisions.

The standards of conduct must include the ten standards of ethical conduct set forth in Section I of the [HHS Ethics Policy](#) and requirements to comply with ethical standards set forth in federal and State law (including, but not limited to, 1 TAC pt. 15, ch. 391, subch. D).

The standards of conduct, together with the responsibilities and restrictions incorporated herein, also apply to Subcontractors of Contractors, Respondents, and vendors.

Standards of conduct of any Contractor, Respondent, or vendor may be reviewed and/or audited by the State Auditor and HHSC. Additionally, pursuant to Title 1 of the TAC Part 15, Chapter 391, Subchapter D, Rule §391.405(a), HHSC may examine a Respondent's standards of conduct in the evaluation of a bid, offer, proposal, quote, or other applicable expression of interest in a proposed purchase of Goods or Services.

Any vendor or contractor that violates a provision of Title 1 of the TAC Part 15, Chapter 391, Subchapter D may be barred from receiving future contracts or have an existing contract canceled. Additionally, HHSC may report the vendor's actions to the Comptroller of Public Accounts for statewide debarment, or law enforcement.

9.1.8 Disclosure of Interested Parties

Pursuant to Section 2252.908 of the Texas Government Code, a successful Respondent to be awarded a Contract with a value of \$1 million or more or awarded a Contract that would

require the successful Respondent to register as a lobbyist under Texas Government Code Chapter 305 must submit a disclosure of interested parties form to HHSC at the time the Respondent submits the signed Contract. Rules and filing instructions may be found on the Texas Ethics Commission's public website and additional instructions will be given by HHSC to the successful Respondent.

9.2 INSURANCE

9.2.1 Required Coverage

For the duration of the Contract Term, Contractor shall acquire insurance, bonds, or both with financially sound and reputable independent insurers, in the type and amount listed on **Exhibit J, Contractor Insurance**. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract.

Contractor shall carry insurance in the types and amounts indicated in **Exhibit J, Contractor Insurance** for the duration of the Contract. The insurance shall be evidenced by delivery to System Agency of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements.

Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to System Agency.

Contractor shall provide and maintain all insurance coverage with the minimum amounts described throughout the life of the Contract.

Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause.

Contractor shall deliver to System Agency true and complete copies of certificates and corresponding policy endorsements upon Award.

Failure of System Agency to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of System Agency to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to System Agency in the Contract.

The insurance coverage and limits established below shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to System Agency.

9.2.2 Alternative Insurability

Notwithstanding the preceding, HHSC reserves the right to consider reasonable alternative methods of ensuring the Contract in lieu of the insurance policies customarily required. It

will be the Respondent's responsibility to recommend to HHSC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. HHSC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

9.3 PROTEST

Any protest shall be governed by the rules published by HHSC in the TAC, Title 1, Part 15, Chapter 391, Subchapter C, Protests.

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TEXAS

Health and Human Services

**Exhibit B, Health and Human Services
(HHS) Uniform Terms and Conditions -
Vendor**

Version 3.2

Effective: April 2021

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Contractor” means the Party selected to provide the goods or Services to the State under this Contract.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Goods” means supplies, materials, or equipment.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“Health and Human Services” or “HHS” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency’s internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency’s advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor’s compliance with this **Section 5.3**, including without limitation documentation indicating a third party’s written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor’s compliance with Contractor’s obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor’s failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor’s activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL**

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



TEXAS

Health and Human Services

Exhibit C
Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC VENDOR ACCESS

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2. HHSC APPROVAL OF STAFFING

- A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.
- B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

3. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

- i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and
- ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

4. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

5. DISCOUNTS

If Contractor at any time during the term of the Contract provides a discount on the final contract costs, Contractor will notify HHSC in writing at least ten (10) calendar days prior to the effective date of the discount. HHSC will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

6. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Contractor shall immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
 - i. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 - ii. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

7. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned HHSC contract manager of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Terrence J. Westropp</p>	<p>TITLE</p> <p>Chief Operating Officer</p>
<p>APPLICANT ORGANIZATION</p> <p>Accenture State Healthcare Services LLC</p>	<p>DATE SUBMITTED</p> <p>06/07/2022</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Accenture State Healthcare Services LLC

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr.

* First Name: Terrence

Middle Name: J

* Last Name: Westropp

Suffix:

* Title: Chief Operating Officer

*** SIGNATURE:** Terrence J. Westropp*** DATE:** 06/07/2022



TEXAS
Health and Human Services

**Attachment L:
Final Pricing Workbook**

Accenture State Healthcare Services

Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

Attachment A-1

EVV Pricing Workbook

TABLE OF CONTENTS

Service Domain Description	Worksheet Title / Hyperlink	Description
Instructions	Instructions	Instructions sheet.
Total Price Summary	Total Price Summary	Worksheet for Respondent to provide a summary of the total proposed Price, including the proposed fringe benefits, indirect and profit.
Budget Detail Summary	Budget Detail Summary	Worksheet contains the Respondent's proposed Transition and Operations costs by expense type and year for all service domains. This tab is a roll up of Budget Detail - Base Proposal and Budget Detail - Incremental AD tabs.
Transition Milestones	TRA Milestones	Worksheets with the Transition Key Performance Milestones along with the due dates for the Key Performance Milestones.
Transition	TRA A	Worksheet for Respondent to provide the Price for Transition Services. Activities must take place between the Contract award date and the Respondent's operation start date. These services would include some of the Project Management Services during the Transition Period.
Transition - Business Rules 10.0 Implementation - Supplemental Services Plan	TRA BR 10.0 SS	Worksheet added to account for implementation of HHSC EVV Business Rules Version 10.0 per Supplemental Services in 8.4.2.5 of the RFO.
General Operations	GOP B	Worksheet for Respondent to provide the Price for General Operations. Activities must take place during the Respondent's Operations Phase.
State Pool System Management and Oversight	SPS B	Worksheet for Respondent to provide the Price for State Pool System Management and Oversight. Activities must take place during the Respondent's Operations Phase.
Proprietary System Management and Oversight	PSM B	Worksheet for Respondent to provide the Price for Proprietary System Management and Oversight. Activities must take place during the Respondent's Operations Phase.
Variable State Pool System Operations Fees	Variable SPO Fees	Worksheet contains the Respondent proposed Transaction Fees for State Pool Operations for various Transaction Tiers with Baseline. It allows the Respondent to provide the Variable State Pool System Operations Fees based on the number of State Pool System transactions in each Tier to calculate a total annual payment amount.
Alternative Device Pricing	Alternative Device Pricing	Worksheet for the Respondent to provide Alternative Device Pricing detail and method of calculation included in the Variable_SPO_Fees tab.
Non-SaaS Nonexpendable Capital Items Listing	Nonexpendable capital items	Worksheet for the Respondent to provide non-SaaS Nonexpendable capital items for the Optional Hardware, Software, Equipment lease and amortization costs along with depreciation during Transition and Operational Periods.
Proposed State and Local Taxes	Proposed State and Local Taxes	Worksheet for Respondent to provide the Projected State and Local Taxes, Including Texas Franchise Taxes to be paid in Texas during entire Contract Term, including the optional years.
Direct and Indirect Rate Analysis	Direct and Indirect Rate(s)	Worksheet for Respondent to provide fringe benefits Rate, indirect Rate(s), Administrative Service Fee Percentage.
All-Inclusive Hourly Labor Rates	All-Inclusive Hourly Labor Rates	Worksheet for Respondent to provide All-Inclusive Hourly Labor Rates and Composite Rates for all IT and Non-IT staffing (committed labor rates and composite rate).
Non-IT Staffing Descriptions	Non-IT Staffing Descriptions	Worksheet contains the Non-IT Staffing Category Descriptions provided by Respondent
DIR not to exceed Rates for IT categories	DIR NTE Rates	Worksheet contains DIR NTE Rates sheet from the DIR published IT Staff Augmentation Contracts (ITSAC) not to exceed rates as of 6/15/21.

Accenture State Healthcare Services



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Attachment A-1 Final Pricing Workbook

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INSTRUCTIONS

1. The Respondent must enter their company name in **Cell B1** of the **TOC** tab. The company name will automatically populate across all worksheets.
2. All cells throughout this workbook that require Respondent data entry are clearly identified in *light green* highlight.
3. All cells throughout this workbook identified with *gray* highlight shall not be modified.
4. All cells throughout this workbook identified with *black* highlight are not applicable and shall not be modified.
5. It is the Respondent's responsibility to maintain the integrity of all formulas and links throughout this workbook.
6. The Respondent must delete all sample data pre-populated by HHSC. All sample data in *light green* cells throughout this workbook is clearly identified as "Example only."
Note: All existing summary costs in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example.
7. The payment schedule for each Service Domain is embedded in the respective Service Domain tab. The Service Domain tabs are identified in the Cost Legend below.
8. The Respondent must follow all instructions and address all notes embedded throughout this workbook.
9. Respondent pricing shall be consistent and align with RFO requirements.
10. Respondent must clearly identify and explain all pricing assumptions in **Exhibit F, Exceptions Form** and **Exhibit G Assumptions Form**. The Respondent may add as many rows needed to comprehensively document all assumptions. The Respondent must also include the pricing impact for each assumption for when the stated assumption is invalid.
11. Respondent pricing shall not be based on Respondent stated exceptions to HHSC terms and conditions.
12. The Respondent shall provide complete, all-inclusive pricing for the proposed services specified within this RFO.

Cost Legend

A=Fixed costs

B=Fixed Monthly costs

Service Domains

TRA_A - Fixed Cost

GOP_B - Fixed Monthly Cost

SPS_B - Fixed Monthly Cost

PMS_B - Fixed Monthly Cost

Variable_SPO_Fees Variable Monthly Cost

Accenture State Healthcare Services



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Attachment A-1 Final Pricing Workbook

Total Price Summary

TOTAL PRICE SUMMARY		Base Contract Term						Optional Extension Years				Total Price Base Term & Extensions (Years 1 - 7) includes Transition
Worksheet Tab	Service Domain Description	Transition Year 1 (5 months)	Operations Year 1 (7 Months)	Year 2 (12 Months)	Year 3 (12 Months)	Year 4 (12 Months)	Total Price Base Contract Term (Years 1 - 4) includes Transition	Year 5 (12 Months)	Year 6 (12 Months)	Year 7 (12 Months)	Total Extensions (Years 5 - 7)	Total Price Base Term & Extensions (Years 1 - 7) includes Transition
TRA_A	Transition	\$ 2,010,579					\$ 2,010,579					\$ 2,010,579.41
GOP_B	General Operations		\$ 1,271,100	\$ 1,394,708	\$ 1,394,708	\$ 1,394,708	\$ 5,455,223	\$ 1,483,969	\$ 1,483,969	\$ 1,483,969	\$ 4,451,907	\$ 9,907,131
SPS_B	State Pool System Management and Oversight		\$ 505,968	\$ 610,784	\$ 610,784	\$ 610,784	\$ 2,338,321	\$ 649,875	\$ 649,875	\$ 649,875	\$ 1,949,624	\$ 4,287,945
PSM_B	Proprietary System Management and Oversight		\$ 73,256	\$ 397,635	\$ 397,635	\$ 397,635	\$ 1,266,162	\$ 423,084	\$ 423,084	\$ 423,084	\$ 1,269,252	\$ 2,535,413
Variable_SPO_Fees	Variable State Pool System Operations Fees		\$ 11,618,795	\$ 18,992,827	\$ 18,176,442	\$ 18,785,020	\$ 67,573,083	\$ 19,724,271	\$ 20,395,227	\$ 21,099,731	\$ 61,219,228	\$ 128,792,311
Budget Detail Summary	Non-Pass-through Expenses	\$ 902,503	\$ 360,065	\$ 428,959	\$ 450,407	\$ 472,928	\$ 2,614,863	\$ 489,841	\$ 507,600	\$ 526,248	\$ 1,523,689	\$ 4,138,552
Budget Detail Summary	Pass-through Alternative Devices	\$ 50,000	\$ 14,583	\$ 2,500	\$ 2,500	\$ 2,500	\$ 72,083	\$ 2,500	\$ 2,500	\$ 2,500	\$ 7,500	\$ 79,583
Total Price for Initial Four-Year Contract with Options for up to an Additional three (3), one (1) Years		\$ 2,963,083	\$ 13,843,767	\$ 21,827,413	\$ 21,032,477	\$ 21,663,575	\$ 81,330,315	\$ 22,773,539	\$ 23,462,255	\$ 24,185,406	\$ 70,421,200	\$ 151,751,515

Original Solicitation Response

\$ 2,995,004	\$ 13,914,356	\$ 21,954,584	\$ 21,155,490	\$ 21,789,888	\$ 81,809,321	\$ 22,906,404	\$ 23,598,722	\$ 24,325,656	\$ 70,830,782	\$ 152,640,104
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Worksheet Tab	Service Domain Description	Transition Year 1 (5 months)	Operations Year 1 (7 Months)	Year 2 (12 Months)	Year 3 (12 Months)	Year 4 (12 Months)	Total Price Base Contract Term (Years 1 - 4) includes Transition	Year 5 (12 Months)	Year 6 (12 Months)	Year 7 (12 Months)	Total Extensions (Years 5 - 7)	Total Price Base Term & Extensions (Years 1 - 7) includes Transition
TRA_BR_10.0_SS	Transition - Business Rules 10.0 Implementation - Supplemental Services Plan	\$ 466,940					\$ 466,940					\$ 466,940
Total Price for Initial Four-Year Contract with Options for up to an Additional three (3), one (1) Years & Supplemental Services		\$ 3,430,023	\$ 13,843,767	\$ 21,827,413	\$ 21,032,477	\$ 21,663,575	\$ 81,797,255	\$ 22,773,539	\$ 23,462,255	\$ 24,185,406	\$ 70,421,200	\$ 152,218,455
Net 20 Payment Discount	Reduction in Payment for Net 20 Terms		\$ (111,581)	\$ (175,929)	\$ (169,522)	\$ (174,608)	\$ (631,640)	\$ (183,555)	\$ (189,106)	\$ (194,934)	\$ (567,595)	\$ (1,199,235)

Financial Analysis Handout #1 (Scenario)

Accenture State Healthcare Services



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Budget Detail Summary

All Service Domains	Base Term					Total Costs (Operations)	Total Costs Base Term	Extension Years			Total Costs Extension Years	Total Costs Base Term and Extension Years
	Transition Phase	Operations Phase						Total Costs Extension Years				
	Year 1 (5 months)	Year 1 (7 months)	Year 2 (12 months)	Year 3 (12 months)	Year 4 (12 months)				Year 5 (12 months)	Year 6 (12 months)		
Direct Labor												
Salaries	\$ 850,161	\$ 782,398	\$ 1,016,147	\$ 1,016,147	\$ 1,016,147	\$ 3,830,839	\$ 4,681,000	\$ 1,081,181	\$ 1,081,181	\$ 1,081,181	\$ 3,243,542	\$ 7,924,541
Fringe Benefits % 39.82%	\$ 338,534	\$ 311,651	\$ 404,630	\$ 404,630	\$ 404,630	\$ 1,525,440	\$ 1,863,974	\$ 430,526	\$ 430,526	\$ 430,526	\$ 1,291,578	\$ 3,155,552
Sub-total	\$ 1,188,695	\$ 1,093,948	\$ 1,420,777	\$ 1,420,777	\$ 1,420,777	\$ 5,356,279	\$ 6,544,974	\$ 1,511,707	\$ 1,511,707	\$ 1,511,707	\$ 4,535,120	\$ 11,080,094
Non-pass-through Expenses:												
Consultants (List Each Separately)						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Sub-Contractors (List Each Separately)						\$ -	\$ -				\$ -	\$ -
HHA Exchange	\$ 587,577	\$ 7,798,869	\$ 12,644,606	\$ 12,127,061	\$ 12,537,938	\$ 45,108,474	\$ 45,696,051	\$ 13,160,452	\$ 13,608,842	\$ 14,079,651	\$ 40,848,945	\$ 86,544,996
						\$ -	\$ -				\$ -	\$ -
Travel						\$ -	\$ -				\$ -	\$ -
Network Support (List Each Type of Support Separately)						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Admin Support (List Each Type of Support Separately)						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Additional Expenses:						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Sub-total	\$ 587,577	\$ 7,798,869	\$ 12,644,606	\$ 12,127,061	\$ 12,537,938	\$ 45,108,474	\$ 45,696,051	\$ 13,160,452	\$ 13,608,842	\$ 14,079,651	\$ 40,848,945	\$ 86,544,996
Total Direct Labor and Non-pass through Expenses	\$ 1,776,272	\$ 8,892,817	\$ 14,065,383	\$ 13,547,837	\$ 13,958,715	\$ 50,464,753	\$ 52,241,025	\$ 14,672,158	\$ 15,120,548	\$ 15,591,358	\$ 45,384,065	\$ 97,625,089
Indirect 33.10%	\$ 587,946	\$ 2,943,523	\$ 4,655,642	\$ 4,484,334	\$ 4,620,335	\$ 16,703,833	\$ 17,291,779	\$ 4,856,484	\$ 5,004,902	\$ 5,160,740	\$ 15,022,125	\$ 32,313,905
Common Support 13.47%	\$ 160,117	\$ 147,355	\$ 191,379	\$ 191,379	\$ 191,379	\$ 721,491	\$ 881,608	\$ 203,627	\$ 203,627	\$ 203,627	\$ 610,881	\$ 1,492,489
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total	\$ 748,063	\$ 3,090,877	\$ 4,847,020	\$ 4,675,713	\$ 4,811,713	\$ 17,425,324	\$ 18,173,387	\$ 5,060,111	\$ 5,208,528	\$ 5,364,366	\$ 15,633,006	\$ 33,806,393
Total Direct Labor, Non-pass through Expenses and Indirect rate	\$ 2,524,335	\$ 11,983,695	\$ 18,912,403	\$ 18,223,550	\$ 18,770,429	\$ 67,890,077	\$ 70,414,412	\$ 19,732,270	\$ 20,329,077	\$ 20,955,724	\$ 61,017,071	\$ 131,431,483
Administrative Service Fee 15.4000%	\$ 388,748	\$ 1,845,489	\$ 2,912,510	\$ 2,806,427	\$ 2,890,646	\$ 10,455,072	\$ 10,843,819	\$ 3,038,770	\$ 3,130,678	\$ 3,227,182	\$ 9,396,629	\$ 20,240,448
Sub-total	\$ 388,748	\$ 1,845,489	\$ 2,912,510	\$ 2,806,427	\$ 2,890,646	\$ 10,455,072	\$ 10,843,819	\$ 3,038,770	\$ 3,130,678	\$ 3,227,182	\$ 9,396,629	\$ 20,240,448
Total Direct Labor, Non-pass-through Expenses, Indirect rate, and Administrative Service Fee	\$ 2,913,083	\$ 13,829,184	\$ 21,824,913	\$ 21,029,977	\$ 21,661,075	\$ 78,345,148	\$ 81,258,231	\$ 22,771,039	\$ 23,459,755	\$ 24,182,906	\$ 70,413,700	\$ 151,671,931
Pass-through Expenses:												
HHA Exchange - Alternative Device Shipping	\$ 50,000	\$ 14,583	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,083	\$ 72,083	\$ 2,500	\$ 2,500	\$ 2,500	\$ 7,500	\$ 79,583
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
						\$ -	\$ -				\$ -	\$ -
Total Pass-through Expenses	\$ 50,000	\$ 14,583	\$ 2,500	\$ 2,500	\$ 2,500	\$ 22,083	\$ 72,083	\$ 2,500	\$ 2,500	\$ 2,500	\$ 7,500	\$ 79,583
Total All Expenses	\$ 2,963,083	\$ 13,843,767	\$ 21,827,413	\$ 21,032,477	\$ 21,663,575	\$ 78,367,232	\$ 81,330,315	\$ 22,773,539	\$ 23,462,255	\$ 24,185,406	\$ 70,421,200	\$ 151,751,514

Expand Schedule as Needed (keep formulas consistent)
 Expenses should be aggregated by type. The expense types shown are examples only. If more expense types are needed add rows and calculate appropriately.

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Transition Phase Pricing Schedules

Due Dates based on a five (5) month (150 day) Transition

All Milestone Deliverables referenced below are found in Article II - Scope of Work, Article VII - Cost Proposal, and Article VIII - Financial Approach - Business Terms

Key Milestone	Due Date (calendar days)	Milestone Deliverable(s):	Milestone Payment
Milestone 1	2 days After Contract Effective Date	Establish Contractor's worksite/PMO in Austin, Texas	
		Contract with the State Pool System Operator	
		Deliverables	
		Transition Plan State Pool System Onboarding Plan Project Work Schedule	
Milestone 2	10 days After Contract Effective Date	Deliverables	
		Project Management Plan	
		Change Management Plan	
		Risk and Issue Management Plan	
		Quality Management Plan Staffing Management Plan	
Milestone 3	15 days After Contract Effective Date	Deliverables	
		Training Plan	
		Test Plan	
		System Security Plan	
Milestone 4	30 days After Contract Effective Date	Deliverables	
		Home Health Care Services Expansion Plan	
		Provider Onboarding Plan	
		Customer Support Plan	
		Interface Control Document Privacy Plan	
Milestone 5	45 days After Contract Effective Date	Deliverables	
		Data Conversion Plan	
		Production Control Plan	
		Communications Plan	
		Accounting Policy Manual Operational Readiness Review Plan	
Milestone 6	60 days After Contract Effective Date	Deliverables	
		Proprietary System Onboarding Plan	
		CMS Certification Plan	
		Disaster Recovery Plan	
		Business Continuity and Contingency Plan Key Performance Measure Plan	
Milestone 7	90 days After Contract Effective Date	Deliverables	
		First Monthly Status Report Due	
Milestone 8	15 days prior to Operations Start Date	Deliver Final Data Conversion Test results	
		Complete the transfer of all EVV Users from the incumbent State Pool Systems to Contractor's State Pool System	
		Submit the final operational readiness review checklist(s) demonstrating that Contractor Solution meets all readiness criteria	

Contract Period - Base 4 years + 3 one-year optional contract extensions

DELR-013
DELR-022
DELR-006

DELR-001
DELR-004
DELR-002
DELR-005
DELR-003

DELR-010
DELR-009
DELR-007

DELR-026
DELR-025
DELR-019
DELR-017
DELR-018

DELR-014
DELR-024
DELR-020
ERRC-06
DELR-016

DELR-023
DELR-008
DELR-012
DELR-011
DELR-027

DELR-021

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Transition

Notes:

1. HHSC requires a five-month service Transition Phase. The Respondent shall stage and deploy resources as required to ensure service transition stability while minimizing impact to existing operations.
2. Respondent shall provide their own proposed staff roles and rates associated with these phases. Respondent may add additional rows for resources as necessary. Ensure data integrity, formula and totals align correctly.
3. Respondent shall use the All-Inclusive Hourly Rate tab to complete this worksheet.
4. Respondent shall commit to a fixed price for Transition Phase services.

5. Note: All existing data in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example.

Transition Services Total Price Summary

Description	FTE Hours	Total Price Year 1
Transition Deliverables	14,309	\$ 2,010,579.41
TOTAL	14,309	\$ 2,010,579.41

Transition Deliverables Summary Table Year 1 (5 Months)

Deliverable(s)	FTE Hours Year 1	Total Price/Milestone Year 1	Amount of Payment upon Key Milestone Completion
TRA_Transition Milestone 1	330.82	\$ 45,011.74	\$ 38,259.98
TRA_Transition Milestone 2	435.64	\$ 62,379.39	\$ 53,022.49
TRA_Transition Milestone 3	629.21	\$ 82,543.48	\$ 70,161.95
TRA_Transition Milestone 4	499.47	\$ 52,623.43	\$ 44,729.91
TRA_Transition Milestone 5	1,578.97	\$ 218,158.15	\$ 185,434.43
TRA_Transition Milestone 6	1,649.25	\$ 286,505.48	\$ 243,529.66
TRA_Transition Milestone 7	288.12	\$ 45,591.19	\$ 38,752.51
TRA_Transition Milestone 8	8,897.56	\$ 1,217,766.54	\$ 1,035,101.56
Solution Formal Acceptance by HHSC			\$ 301,586.91
Total	14,309.03	\$ 2,010,579.41	\$ 2,010,579.41

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Transition

						Total Price Year 1 (5 Months)	
Deliverable(s)	RFO Resource Role	DIR IT Role Classification	# of FTEs by Level	Hours Per FTE	Hourly Rate	FTE Hours	Total Price
Transition Milestone 1	Systems Lead	Systems Analyst-3	0.01	160.96	\$ 185.64	1.63	\$ 301.82
	Tech BA	Business Analyst-2	0.21	163.82	\$ 239.20	34.75	\$ 8,311.95
	Program Manager	Program Manager-3	0.08	160.96	\$ 290.26	12.19	\$ 3,539.30
	Associate Manager	Project Lead-2	0.12	163.28	\$ 110.74	19.75	\$ 2,187.33
	PMO Agent	Project Lead-2	0.53	168.42	\$ 127.80	89.64	\$ 11,456.16
	PMO Support	Project Lead-1	0.12	167.89	\$ 96.86	20.31	\$ 1,967.20
	Project Manager	Project Manager-3	0.12	154.08	\$ 127.80	18.64	\$ 2,382.08
	SPS Ops Support Sr. Agent	Support Technician-2	0.12	168.42	\$ 101.88	20.37	\$ 2,075.60
	SPS Ops Support Agent	Support Technician-1	0.36	167.89	\$ 75.30	60.93	\$ 4,587.98
	SPS Ops & PSO Support Lead	Support Technician-3	0.12	166.09	\$ 82.39	20.09	\$ 1,655.36
	Solution Architect	Applications Architect-3	0.10	160.96	\$ 217.05	16.26	\$ 3,528.82
	Transition Lead	Project Lead-3	0.10	160.96	\$ 185.64	16.26	\$ 3,018.15
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
				\$ -	0.00	\$ -	
Subtotal - Transition Milestone 1						330.82	\$ 45,011.74
Transition Milestone 2	Systems Lead	Systems Analyst-3	0.02	160.96	\$ 185.64	2.60	\$ 482.90
	Tech BA	Business Analyst-2	0.34	163.82	\$ 239.20	55.60	\$ 13,299.11
	Program Manager	Program Manager-3	0.12	160.96	\$ 290.26	19.51	\$ 5,662.88
	Associate Manager	Project Lead-2	0.16	163.28	\$ 110.74	26.34	\$ 2,916.44
	PMO Agent	Project Lead-2	0.71	168.42	\$ 127.80	119.52	\$ 15,274.88
	PMO Support	Project Lead-1	0.16	-	\$ 96.86	0.00	\$ -
	Project Manager	Project Manager-3	0.16	154.08	\$ 127.80	24.85	\$ 3,176.11
	SPS Ops Support Sr. Agent	Support Technician-2	0.16	168.42	\$ 101.88	27.16	\$ 2,767.47
	SPS Ops Support Agent	Support Technician-1	0.48	167.89	\$ 75.30	81.24	\$ 6,117.30
	SPS Ops & PSO Support Lead	Support Technician-3	0.16	166.09	\$ 82.39	26.79	\$ 2,207.15
	Solution Architect	Applications Architect-3	0.16	160.96	\$ 217.05	26.01	\$ 5,646.11
	Transition Lead	Project Lead-3	0.16	160.96	\$ 185.64	26.01	\$ 4,829.04
Subtotal - Transition Milestone 2						435.64	\$ 62,379.39

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Final							
Transition							
Transition Milestone 3	Systems Lead	Systems Analyst-3	0.02	160.96	\$ 185.64	2.60	\$ 482.90
	Tech BA	Business Analyst-2	0.34	163.82	\$ 239.20	55.60	\$ 13,299.11
	Program Manager	Program Manager-3	0.12	160.96	\$ 290.26	19.51	\$ 5,662.88
	Associate Manager	Project Lead-2	0.24	163.28	\$ 110.74	39.50	\$ 4,374.66
	PMO Agent	Project Lead-2	1.06	168.42	\$ 127.80	179.28	\$ 22,912.31
	PMO Support	Project Lead-1	0.24	167.89	\$ 96.86	40.62	\$ 3,934.41
	Project Manager	Project Manager-3	0.24	154.08	\$ 127.80	37.28	\$ 4,764.16
	SPS Ops Support Sr. Agent	Support Technician-2	0.24	168.42	\$ 101.88	40.75	\$ 4,151.21
	SPS Ops Support Agent	Support Technician-1	0.73	167.89	\$ 75.30	121.86	\$ 9,175.96
	SPS Ops & PSO Support Lead	Support Technician-3	0.24	166.09	\$ 82.39	40.18	\$ 3,310.72
	Solution Architect	Applications Architect-3	0.16	160.96	\$ 217.05	26.01	\$ 5,646.11
	Transition Lead	Project Lead-3	0.16	160.96	\$ 185.64	26.01	\$ 4,829.04
	Subtotal - Transition Milestone 3						629.21
Transition Milestone 4	Systems Lead	Systems Analyst-3	-	160.96	\$ 185.64	0.00	\$ -
	Tech BA	Business Analyst-2	-	163.82	\$ 239.20	0.00	\$ -
	Program Manager	Program Manager-3	-	160.96	\$ 290.26	0.00	\$ -
	Associate Manager	Project Lead-2	0.24	163.28	\$ 110.74	39.50	\$ 4,374.66
	PMO Agent	Project Lead-2	1.06	168.42	\$ 127.80	179.28	\$ 22,912.31
	PMO Support	Project Lead-1	0.24	167.89	\$ 96.86	40.62	\$ 3,934.41
	Project Manager	Project Manager-3	0.24	154.08	\$ 127.80	37.28	\$ 4,764.16
	SPS Ops Support Sr. Agent	Support Technician-2	0.24	168.42	\$ 101.88	40.75	\$ 4,151.21
	SPS Ops Support Agent	Support Technician-1	0.73	167.89	\$ 75.30	121.86	\$ 9,175.96
	SPS Ops & PSO Support Lead	Support Technician-3	0.24	166.09	\$ 82.39	40.18	\$ 3,310.72
	Solution Architect	Applications Architect-3	-	160.96	\$ 217.05	0.00	\$ -
	Transition Lead	Project Lead-3	-	160.96	\$ 185.64	0.00	\$ -
							\$ -
Subtotal - Transition Milestone 4						499.47	\$ 52,623.43
Transition Milestone 5	Systems Lead	Systems Analyst-3	0.05	160.96	\$ 185.64	8.29	\$ 1,539.26
	Tech BA	Business Analyst-2	1.08	163.82	\$ 239.20	177.22	\$ 42,390.93
	Program Manager	Program Manager-3	0.39	160.96	\$ 290.26	62.19	\$ 18,050.45
	Associate Manager	Project Lead-2	0.56	163.28	\$ 110.74	92.18	\$ 10,207.54
	PMO Agent	Project Lead-2	2.48	168.42	\$ 127.80	418.33	\$ 53,462.06
	PMO Support	Project Lead-1	0.56	167.89	\$ 96.86	94.78	\$ 9,180.29
	Project Manager	Project Manager-3	0.56	154.08	\$ 127.80	86.98	\$ 11,116.37
	SPS Ops Support Sr. Agent	Support Technician-2	0.56	168.42	\$ 101.88	95.07	\$ 9,686.15
	SPS Ops Support Agent	Support Technician-1	1.69	167.89	\$ 75.30	284.34	\$ 21,410.56
	SPS Ops & PSO Support Lead	Support Technician-3	0.56	166.09	\$ 82.39	93.76	\$ 7,725.02
	Solution Architect	Applications Architect-3	0.52	160.96	\$ 217.05	82.92	\$ 17,996.96
	Transition Lead	Project Lead-3	0.52	160.96	\$ 185.64	82.92	\$ 15,392.57
							\$ -
Subtotal - Transition Milestone 5						1,578.97	\$ 218,158.15

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Final		Transition					
Transition Milestone 6	Systems Lead	Systems Analyst-3	0.11	160.96	\$ 185.64	18.05	\$ 3,350.15
	Tech BA	Business Analyst-2	2.35	163.82	\$ 239.20	385.71	\$ 92,262.60
	Program Manager	Program Manager-3	0.84	160.96	\$ 290.26	135.35	\$ 39,286.26
	Associate Manager	Project Lead-2	0.36	163.28	\$ 110.74	59.26	\$ 6,561.99
	PMO Agent	Project Lead-2	1.60	168.42	\$ 127.80	268.92	\$ 34,368.47
	PMO Support	Project Lead-1	0.36	167.89	\$ 96.86	60.93	\$ 5,901.61
	Project Manager	Project Manager-3	0.36	154.08	\$ 127.80	55.92	\$ 7,146.24
	SPS Ops Support Sr. Agent	Support Technician-2	0.36	168.42	\$ 101.88	61.12	\$ 6,226.81
	SPS Ops Support Agent	Support Technician-1	1.09	167.89	\$ 75.30	182.79	\$ 13,763.93
	SPS Ops & PSO Support Lead	Support Technician-3	0.36	166.09	\$ 82.39	60.28	\$ 4,966.09
	Solution Architect	Applications Architect-3	1.12	160.96	\$ 217.05	180.46	\$ 39,169.86
	Transition Lead	Project Lead-3	1.12	160.96	\$ 185.64	180.46	\$ 33,501.47
	Subtotal - Transition Milestone 6						1,649.25
Transition Milestone 7	Systems Lead	Systems Analyst-3	0.02	160.96	\$ 185.64	2.44	\$ 452.72
	Tech BA	Business Analyst-2	0.32	163.82	\$ 239.20	52.12	\$ 12,467.92
	Program Manager	Program Manager-3	0.11	160.96	\$ 290.26	18.29	\$ 5,308.95
	Associate Manager	Project Lead-2	0.08	163.28	\$ 110.74	13.17	\$ 1,458.22
	PMO Agent	Project Lead-2	0.35	168.42	\$ 127.80	59.76	\$ 7,637.44
	PMO Support	Project Lead-1	0.08	167.89	\$ 96.86	13.54	\$ 1,311.47
	Project Manager	Project Manager-3	0.08	154.08	\$ 127.80	12.43	\$ 1,588.05
	SPS Ops Support Sr. Agent	Support Technician-2	0.08	168.42	\$ 101.88	13.58	\$ 1,383.74
	SPS Ops Support Agent	Support Technician-1	0.24	167.89	\$ 75.30	40.62	\$ 3,058.65
	SPS Ops & PSO Support Lead	Support Technician-3	0.08	166.09	\$ 82.39	13.39	\$ 1,103.57
	Solution Architect	Applications Architect-3	0.15	160.96	\$ 217.05	24.39	\$ 5,293.22
	Transition Lead	Project Lead-3	0.15	160.96	\$ 185.64	24.39	\$ 4,527.23
	Subtotal - Transition Milestone 7						288.12
Transition Milestone 8	Systems Lead	Systems Analyst-3	0.28	160.96	\$ 185.64	44.87	\$ 8,330.09
	Tech BA	Business Analyst-2	5.85	163.82	\$ 239.20	959.07	\$ 229,409.72
	Program Manager	Program Manager-3	2.09	160.96	\$ 290.26	336.54	\$ 97,684.76
	Associate Manager	Project Lead-2	3.23	163.28	\$ 110.74	526.72	\$ 58,328.78
	PMO Agent	Project Lead-2	14.19	168.42	\$ 127.80	2,390.43	\$ 305,497.51
	PMO Support	Project Lead-1	3.23	167.89	\$ 96.86	541.59	\$ 52,458.79
	Project Manager	Project Manager-3	3.23	154.08	\$ 127.80	497.04	\$ 63,522.12
	SPS Ops Support Sr. Agent	Support Technician-2	3.23	168.42	\$ 101.88	543.28	\$ 55,349.42
	SPS Ops Support Agent	Support Technician-1	9.68	167.89	\$ 75.30	1,624.78	\$ 122,346.08
	SPS Ops & PSO Support Lead	Support Technician-3	3.23	166.09	\$ 82.39	535.78	\$ 44,142.98
	Solution Architect	Applications Architect-3	2.79	160.96	\$ 217.05	448.72	\$ 97,395.34
	Transition Lead	Project Lead-3	2.79	160.96	\$ 185.64	448.72	\$ 83,300.95
					\$ -	0.00	\$ -
				\$ -	0.00	\$ -	
				\$ -	0.00	\$ -	
				\$ -	0.00	\$ -	
				\$ -	0.00	\$ -	
				\$ -	0.00	\$ -	
				\$ -	0.00	\$ -	
Subtotal - Transition Milestone 8						8,897.56	\$ 1,217,766.54
Total			86.7			14,309.03	\$ 2,010,579.41

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Texas Health and Human Services Commission
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 Electronic Verification Visit (EVV) System Management Services

Attachment A-1 Pricing Workbook

Transition - Business Rules 10.0 Implementation - Supplemental Services Plan

Notes:

Hourly fees should be all-inclusive
 Costs listed on this tab will not be included in the Budget Detail Summary tab
 No additional amounts or add-on rates such as fringe, administrative service fees, indirect rates, or common support fees will be added to the costs listed on this tab
 For avoidance of doubt, costs listed on this tab for each milestone are in addition to the milestone payments listed on the TRA_A tab
 Payment for costs listed on this tab will follow the terms outlined in Section 8.4.2.4 Transition Costs and 8.4.2.5 Supplemental Services of the RFO

Supplemental Services Plan Total Price Summary		
Description	FTE Hours	Total Price Year 1
Transition Deliverables	3,150	\$ 466,940.23
TOTAL	3,150	\$ 466,940.23

Supplemental Services Plan Summary Table Year 1 (5 Months)			Amount of Payment upon Key Milestone Completion
Deliverable(s)	FTE Hours Year 1	Total Price/Milestone Year 1	
TRA_Transition Milestone 1	0.00	\$ -	\$ -
TRA_Transition Milestone 2	0.00	\$ -	\$ -
TRA_Transition Milestone 3	0.00	\$ -	\$ -
TRA_Transition Milestone 4	0.00	\$ -	\$ -
TRA_Transition Milestone 5	3,150.00	\$ 466,940.23	\$ 396,899.19
TRA_Transition Milestone 6	0.00	\$ -	\$ -
TRA_Transition Milestone 7	0.00	\$ -	\$ -
TRA_Transition Milestone 8	0.00	\$ -	\$ -
Solution Formal Acceptance by HHSC			\$ 70,041.03
Total	3,150.00	\$ 466,940.23	\$ 466,940.23

Deliverable(s)	RFO Resource Role	DIR IT Role Classification	# of FTEs by Level	Hours Per FTE	Hourly Rate	Total Price Year 1 (5 Months)	
						FTE Hours	Total Price
Transition Milestone 1					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 1						0.00	\$ -
Transition Milestone 2					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 2						0.00	\$ -
Transition Milestone 3					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 3						0.00	\$ -

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Attachment A-1 Pricing Workbook

Transition - Business Rules 10.0 Implementation - Supplemental Services Plan							
Transition Milestone 4					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 4						0.00	\$ -
Transition Milestone 5	HHAX - Data Specialist	Data Analyst/Report Writer-	4.00	450.00	\$ 160.13	1,800.00	\$ 288,237.30
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	450.00	\$ 132.37	1,350.00	\$ 178,702.93
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 5						3,150.00	\$ 466,940.23
Transition Milestone 6					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 6						0.00	\$ -
Transition Milestone 7					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 7						0.00	\$ -
Transition Milestone 8					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Transition Milestone 8						0.00	\$ -
Total			7.0			3,150.00	\$ 466,940.23

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 Attachment A-1 Final Pricing Workbook

Final

General Operations

Notes:

1. Respondent shall commit to a firm fixed price for all General Operations (GOP).
2. All General Operations start from the operations Phase.
3. Respondent shall use the All-Inclusive Hourly Rate tab to complete this worksheet. Ensure data integrity, formula and totals align correctly.
4. Respondent shall reflect cost as a month-to-month basis under "GOP Services - Monthly Price" *highlighted in light green* for each operation year.
5. Respondent must cost out BCD subdomain separately.

6. All existing data in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example

GOP Services Total Price Summary	Year 1 (7 Months)		Year 2 (12 Months)		Year 3 (12 Months)		Year 4 (12 Months)		Totals Base Term (Years 1 - 4)	
	Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours
General Operations	8,191.76	1,271,100.12	9,736.21	1,394,707.76	9,736.21	1,394,707.76	9,736.21	1,394,707.76	37,400.38	5,455,223.41

GOP Services Total Price Summary	Year 5 (12 Months)		Year 6 (12 Months)		Year 7 (12 Months)		Total Price Optional Extensions (Years 5 - 7)		Total Price Base Term and Optional Extensions	
	Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price (Years 5 - 7)	Total FTE Hours
General Operations	9,736.21	1,483,969.06	9,736.21	1,483,969.06	9,736.21	1,483,969.06	29,208.63	4,451,907.17	66,609.01	9,907,130.58

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 Electronic Verification Visit (EVV) System Management Services
 Attachment A-1 Final Pricing Workbook

Final

General Operations

GOP Services - Monthly Price						Year 1	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$0.00
Other GOP Services	Program Manager	Program Manager-3	0.75	188	\$ 290.26	141.35	\$41,027.89
	Solution Architect	Applications Architect-3	0.50	188	\$ 217.05	94.23	\$20,453.17
	Tech Dev	Software Developer-2	1.75	192	\$ 143.97	335.68	\$48,327.44
	Associate Manager	Project Lead-2	0.08	192	\$ 110.74	14.39	\$1,593.12
	Project Manager	Project Manager-3	0.08	197	\$ 127.80	14.79	\$1,890.18
	SPS Ops Support Sr. Agent	Support Technician-2	0.15	192	\$ 101.88	28.77	\$2,931.32
	PMO Agent	Project Lead-2	1.00	197	\$ 127.80	197.20	\$25,202.46
	PMO Support	Project Lead-1	1.00	197	\$ 96.86	196.59	\$19,041.72
	Project Manager	Project Manager-3	0.50	180	\$ 127.80	90.21	\$11,528.77
Solution Architect	Applications Architect-3	0.10	188	\$ 217.05	18.85	\$4,090.63	
Tech Dev	Software Developer-2	0.20	191	\$ 143.97	38.20	\$5,499.02	
Subtotal - Other GOP Services						1,170.25	\$181,585.73
TOTAL						1,170.25	\$181,585.73

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP FTE Hours	Monthly Price	Year 1 (7 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP_A_CY1_1	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_2	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_3	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_4	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_5	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_6	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
GOP_A_CY1_7	General Operation Services	0.00	0.00	1,170.25	181,585.73	1,170.25	\$181,585.73
Total		0.00	0.00	8,191.76	1,271,100.12	8,191.76	1,271,100.12

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Final

General Operations

GOP Services - Monthly Price						Year 2	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$0.00
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 290.26	29.54	\$8,572.89
	Solution Architect	Applications Architect-3	0.50	146	\$ 217.05	72.98	\$15,840.37
	Tech Dev	Software Developer-2	2.00	149	\$ 143.97	297.11	\$42,775.04
	Associate Manager	Project Lead-2	0.00	148	\$ 110.74	0.00	\$0.00
	Project Manager	Project Manager-3	0.00	152	\$ 127.80	0.00	\$0.00
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 101.88	0.00	\$0.00
	PMO Agent	Project Lead-2	1.00	153	\$ 127.80	152.73	\$19,518.55
	PMO Support	Project Lead-1	1.00	152	\$ 96.86	152.25	\$14,747.25
	Project Manager	Project Manager-3	0.50	140	\$ 127.80	69.86	\$8,928.69
	Solution Architect	Applications Architect-3	0.05	146	\$ 217.05	7.30	\$1,584.04
Tech Dev	Software Developer-2	0.20	148	\$ 143.97	29.58	\$4,258.82	
Subtotal - Other GOP Services						811.35	\$116,225.65
TOTAL						811.35	\$116,225.65

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP FTE Hours	Monthly Price	Year 2 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY2 1	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 2	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 3	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 4	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 5	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 6	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 7	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 8	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 9	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 10	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 11	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY2 12	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
Total		0.00	\$ -	9,736.21	\$ 1,394,707.76	9,736.21	\$ 1,394,707.76

Accenture State Healthcare Services



Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

General Operations

GOP Services - Monthly Price						Year 3	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$0.00
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 290.26	29.54	\$8,572.89
	Solution Architect	Applications Architect-3	0.50	146	\$ 217.05	72.98	\$15,840.37
	Tech Dev	Software Developer-2	2.00	149	\$ 143.97	297.11	\$42,775.04
	Associate Manager	Project Lead-2	0.00	148	\$ 110.74	0.00	\$0.00
	Project Manager	Project Manager-3	0.00	152	\$ 127.80	0.00	\$0.00
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 101.88	0.00	\$0.00
	PMO Agent	Project Lead-2	1.00	153	\$ 127.80	152.73	\$19,518.55
	PMO Support	Project Lead-1	1.00	152	\$ 96.86	152.25	\$14,747.25
	Project Manager	Project Manager-3	0.50	140	\$ 127.80	69.86	\$8,928.69
	Solution Architect	Applications Architect-3	0.05	146	\$ 217.05	7.30	\$1,584.04
Tech Dev	Software Developer-2	0.20	148	\$ 143.97	29.58	\$4,258.82	
Subtotal - Other GOP Services						811.35	\$116,225.65
TOTAL						811.35	\$116,225.65

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP Maint FTE Hours	Monthly Price	Year 3 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY3 1	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 2	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 3	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 4	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 5	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 6	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 7	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 8	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 9	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 10	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 11	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY3 12	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
Total		0.00	\$ -	9,736.21	\$ 1,394,707.76	9,736.21	\$ 1,394,707.76

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Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
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Final

General Operations

GOP Services - Monthly Price						Year 4	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$0.00
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 290.26	29.54	\$8,572.89
	Solution Architect	Applications Architect-3	0.50	146	\$ 217.05	72.98	\$15,840.37
	Tech Dev	Software Developer-2	2.00	149	\$ 143.97	297.11	\$42,775.04
	Associate Manager	Project Lead-2	0.00	148	\$ 110.74	0.00	\$0.00
	Project Manager	Project Manager-3	0.00	152	\$ 127.80	0.00	\$0.00
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 101.88	0.00	\$0.00
	PMO Agent	Project Lead-2	1.00	153	\$ 127.80	152.73	\$19,518.55
	PMO Support	Project Lead-1	1.00	152	\$ 96.86	152.25	\$14,747.25
	Project Manager	Project Manager-3	0.50	140	\$ 127.80	69.86	\$8,928.69
Solution Architect	Applications Architect-3	0.05	146	\$ 217.05	7.30	\$1,584.04	
Tech Dev	Software Developer-2	0.20	148	\$ 143.97	29.58	\$4,258.82	
Subtotal - Other GOP Services						811.35	\$116,225.65
TOTAL						811.35	\$116,225.65

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP Maint FTE Hours	Monthly Price	Year 4 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY4 1	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 2	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 3	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 4	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 5	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 6	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 7	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 8	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 9	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 10	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 11	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
GOP A CY4 12	General Operation Services	0.00	\$ -	811.35	\$ 116,225.65	811.35	\$ 116,225.65
Total		0.00	\$ -	9,736.21	\$ 1,394,707.76	9,736.21	\$ 1,394,707.76

Accenture State Healthcare Services



Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
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Final

General Operations

GOP Services - Monthly Price						Year 5	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
					\$ -	0.00	\$0.00
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$0.00
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 308.84	29.54	\$9,121.56
	Solution Architect	Applications Architect-3	0.50	146	\$ 230.94	72.98	\$16,854.15
	Tech Dev	Software Developer-2	2.00	149	\$ 153.18	297.11	\$45,512.64
	Associate Manager	Project Lead-2	0.00	148	\$ 117.83	0.00	\$0.00
	Project Manager	Project Manager-3	0.00	152	\$ 135.98	0.00	\$0.00
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 108.40	0.00	\$0.00
	PMO Agent	Project Lead-2	1.00	153	\$ 135.98	152.73	\$20,767.74
	PMO Support	Project Lead-1	1.00	152	\$ 103.06	152.25	\$15,691.07
	Project Manager	Project Manager-3	0.50	140	\$ 135.98	69.86	\$9,500.12
	Solution Architect	Applications Architect-3	0.05	146	\$ 230.94	7.30	\$1,685.42
	Tech Dev	Software Developer-2	0.20	148	\$ 153.18	29.58	\$4,531.39
Subtotal - Other GOP Services						811.35	\$123,664.09
TOTAL						811.35	\$123,664.09

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP Maint FTE Hours	Monthly Price	Year 5 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY5 1	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 2	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 3	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 4	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 5	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 6	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 7	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 8	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 9	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 10	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 11	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY5 12	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
Total		0.00	\$ -	9,736.21	\$ 1,483,969.06	9,736.21	\$ 1,483,969.06

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HHSC Contract No. HHS001105500001
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Attachment A-1 Final Pricing Workbook

Final

General Operations

GOP Services - Monthly Price						Year 6	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$ -
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 308.84	29.54	\$ 9,121.56
	Solution Architect	Applications Architect-3	0.50	146	\$ 230.94	72.98	\$ 16,854.15
	Tech Dev	Software Developer-2	2.00	149	\$ 153.18	297.11	\$ 45,512.64
	Associate Manager	Project Lead-2	0.00	148	\$ 117.83	0.00	\$ -
	Project Manager	Project Manager-3	0.00	152	\$ 135.98	0.00	\$ -
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 108.40	0.00	\$ -
	PMO Agent	Project Lead-2	1.00	153	\$ 135.98	152.73	\$ 20,767.74
	PMO Support	Project Lead-1	1.00	152	\$ 103.06	152.25	\$ 15,691.07
	Project Manager	Project Manager-3	0.50	140	\$ 135.98	69.86	\$ 9,500.12
Solution Architect	Applications Architect-3	0.05	146	\$ 230.94	7.30	\$ 1,685.42	
Tech Dev	Software Developer-2	0.20	148	\$ 153.18	29.58	\$ 4,531.39	
Subtotal - Other GOP Services						811.35	\$ 123,664.09
TOTAL						811.35	\$ 123,664.09

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP Maint FTE Hours	Monthly Price	Year 6 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY6 1	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 2	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 3	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 4	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 5	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 6	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 7	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 8	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 9	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 10	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 11	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY6 12	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
Total		0.00	0.00	9,736.21	1,483,969.06	9,736.21	\$ 1,483,969.06

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HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

General Operations

GOP Services - Monthly Price						Year 7	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Business Continuity and Disaster Recovery (BCD) Support					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
					\$ -	0.00	\$ -
Subtotal - Business Continuity and Disaster Recovery (BCD) Support						0.00	\$ -
Other GOP Services	Program Manager	Program Manager-3	0.25	118	\$ 308.84	29.54	\$ 9,121.56
	Solution Architect	Applications Architect-3	0.50	146	\$ 230.94	72.98	\$ 16,854.15
	Tech Dev	Software Developer-2	2.00	149	\$ 153.18	297.11	\$ 45,512.64
	Associate Manager	Project Lead-2	0.00	148	\$ 117.83	0.00	\$ -
	Project Manager	Project Manager-3	0.00	152	\$ 135.98	0.00	\$ -
	SPS Ops Support Sr. Agent	Support Technician-2	0.00	140	\$ 108.40	0.00	\$ -
	PMO Agent	Project Lead-2	1.00	153	\$ 135.98	152.73	\$ 20,767.74
	PMO Support	Project Lead-1	1.00	152	\$ 103.06	152.25	\$ 15,691.07
	Project Manager	Project Manager-3	0.50	140	\$ 135.98	69.86	\$ 9,500.12
Solution Architect	Applications Architect-3	0.05	146	\$ 230.94	7.30	\$ 1,685.42	
Tech Dev	Software Developer-2	0.20	148	\$ 153.18	29.58	\$ 4,531.39	
Subtotal - Other GOP Services						811.35	\$123,664.09
TOTAL						811.35	\$123,664.09

GOP Services - Monthly Payment Schedule		BCD FTE hours	Monthly Price	Other GOP Maint FTE Hours	Monthly Price	Year 7 (12 Months)	
Item	Deliverable					FTE Hours	Total Price
GOP A CY7 1	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 2	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 3	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 4	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 5	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 6	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 7	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 8	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 9	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 10	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 11	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
GOP A CY7 12	General Operation Services	0.00	\$ -	811.35	\$ 123,664.09	811.35	\$ 123,664.09
Total		0.00	\$ -	9,736.21	\$ 1,483,969.06	9,736.21	\$ 1,483,969.06

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Final

State Pool System Management and Oversight

- Notes:**
1. Respondent shall commit to a firm fixed price for all State Pool System Management and Oversight Services (SPS).
 2. All State Pool System Management and Oversight Services start from the operations Phase.
 3. Respondent shall use the All-Inclusive Hourly Rate tab to complete this worksheet. Ensure data integrity, formula and totals align correctly.
 4. Respondent shall reflect cost as a month-to-month basis under "SPS Services - Monthly Price" *highlighted in light green* for each operation year.
 - 5. All existing data in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example**

SPS Services Total Price Summary	Year 1 (7 Months)		Year 2		Year 3		Year 4		Totals Base Term (Years 1 - 4)	
Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price
SPS Services	6,060.87	\$ 505,968.14	7,294.23	610,784.37	7,294.23	\$ 610,784.37	7,294.23	\$ 610,784.37	27,943.57	\$ 2,338,321.25

SPS Services Total Price Summary	Year 5		Year 6		Year 7		Total Price Extensions (Years 5 - 7)		Total Price Base Term and Extensions	
Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price (Years 5 - 7)	Total FTE Hours	Total Price (Years 1 thru 7)
SPS Services	7,294.23	\$ 649,874.57	7,294.23	\$ 649,874.57	7,294.23	\$ 649,874.57	21,882.70	\$ 1,949,623.71	49,826.27	\$ 4,287,944.95

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State Pool System Management and Oversight

SPS Services - Monthly Price						Year 1	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.0	217	\$ 101.88	217.46	\$ 22,155.29
	SPS Ops Support Agent	Support	2.0	217	\$ 75.30	433.58	\$ 32,648.49
	SPS Ops & PSO Support Lead	Support Technician	0.7	214	\$ 82.39	153.19	\$ 12,621.12
	SPS Ops Support Agent	Support Technician	0.1	217	\$ 75.30	30.97	\$ 2,332.04
	SPS Ops & PSO Support Lead	Support Technician	0.1	214	\$ 82.39	30.64	\$ 2,524.22
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						865.84	\$ 72,281.16
TOTAL						865.84	\$ 72,281.16

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 1 (7 Months)	
Item	Deliverable			FTE Hours	Total Price
PSM A CY1 1	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 2	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 3	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 4	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 5	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 6	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
PSM A CY1 7	State Pool System Management and Oversight (SPS)	865.84	\$ 72,281.16	865.84	\$ 72,281.16
Total		6,060.87	\$ 505,968.14	6,060.87	\$ 505,968.14

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State Pool System Management and Oversight

SPS Services - Monthly Price						Year 2	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 101.88	152.73	\$ 15,559.86
	SPS Ops Support Agent	Support	2.00	152	\$ 75.30	304.51	\$ 22,929.33
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 82.39	150.62	\$ 12,409.50
	SPS Ops Support Agent	Support	0.00	152	\$ 75.30	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 82.39	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						607.85	\$50,898.70
TOTAL						607.85	\$50,898.70

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 2	
Item	Deliverable			FTE Hours	Total Price
PSM A CY2 1	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 2	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 3	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 4	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 5	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 6	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 7	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 8	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 9	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 10	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 11	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY2 12	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
Total		7,294.23	\$ 610,784.37	7,294.23	\$ 610,784.37

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SPS Services - Monthly Price						Year 3	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 101.88	152.73	\$ 15,559.86
	SPS Ops Support Agent	Support	2.00	152	\$ 75.30	304.51	\$ 22,929.33
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 82.39	150.62	\$ 12,409.50
	SPS Ops Support Agent	Support	0.00	152	\$ 75.30	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 82.39	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						607.85	\$50,898.70
TOTAL						607.85	50,898.70

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 3	
Item	Deliverable			FTE Hours	Total Price
PSM A CY3 1	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 2	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 3	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 4	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 5	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 6	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 7	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 8	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 9	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 10	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 11	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY3 12	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
Total		7,294.23	\$ 610,784.37	7,294.23	\$ 610,784.37

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SPS Services - Monthly Price						Year 4	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Task	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 101.88	152.73	\$ 15,559.86
	SPS Ops Support Agent	Support	2.00	152	\$ 75.30	304.51	\$ 22,929.33
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 82.39	150.62	\$ 12,409.50
	SPS Ops Support Agent	Support	0.00	152	\$ 75.30	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 82.39	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Task						607.85	\$50,898.70
TOTAL						607.85	50,898.70

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 4	
Item	Deliverable			FTE Hours	Total Price
PSM A CY4 1	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 2	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 3	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 4	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 5	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 6	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 7	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 8	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 9	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 10	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 11	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
PSM A CY4 12	State Pool System Management and Oversight (SPS)	607.85	\$ 50,898.70	607.85	\$ 50,898.70
Total		7,294.23	\$ 610,784.37	7,294.23	\$ 610,784.37

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SPS Services - Monthly Price						Year 5	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 108.40	152.73	\$ 16,555.69
	SPS Ops Support Agent	Support	2.00	152	\$ 80.12	304.51	\$ 24,396.81
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 87.66	150.62	\$ 13,203.71
	SPS Ops Support Agent	Support	0.00	152	\$ 80.12	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 87.66	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						607.85	\$54,156.21
TOTAL						607.85	54,156.21

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 5	
Item	Deliverable			FTE Hours	Total Price
PSM A CY5 1	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 2	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 3	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 4	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 5	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 6	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 7	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 8	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 9	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 10	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 11	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY5 12	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
Total		7,294.23	\$ 649,874.57	7,294.23	\$ 649,874.57

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SPS Services - Monthly Price						Year 6	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 108.40	152.73	\$ 16,555.69
	SPS Ops Support Agent	Support	2.00	152	\$ 80.12	304.51	\$ 24,396.81
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 87.66	150.62	\$ 13,203.71
	SPS Ops Support Agent	Support	0.00	152	\$ 80.12	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 87.66	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						607.85	\$54,156.21
TOTAL						607.85	54,156.21

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 6	
Item	Deliverable			FTE Hours	Total Price
PSM A CY6 1	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 2	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 3	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 4	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 5	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 6	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 7	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 8	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 9	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 10	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 11	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY6 12	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
Total		7,294.23	\$ 649,874.57	7,294.23	\$ 649,874.57

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SPS Services - Monthly Price						Year 7	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
SPS Services	SPS Ops Support Sr. Agent	Support	1.00	153	\$ 108.40	152.73	\$ 16,555.69
	SPS Ops Support Agent	Support	2.00	152	\$ 80.12	304.51	\$ 24,396.81
	SPS Ops & PSO Support Lead	Support	1.00	151	\$ 87.66	150.62	\$ 13,203.71
	SPS Ops Support Agent	Support	0.00	152	\$ 80.12	-	\$ -
	SPS Ops & PSO Support Lead	Support	0.00	151	\$ 87.66	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - SPS Services						607.85	\$54,156.21
TOTAL						607.85	54,156.21

SPS Services - Monthly Payment Schedule		SPS FTE Hours	Monthly Price	Year 7	
Item	Deliverable			FTE Hours	Total Price
PSM A CY7 1	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 2	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 3	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 4	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 5	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 6	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 7	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 8	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 9	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 10	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 11	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
PSM A CY7 12	State Pool System Management and Oversight (SPS)	607.85	\$ 54,156.21	607.85	\$ 54,156.21
Total		7,294.23	\$ 649,874.57	7,294.23	\$ 649,874.57

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Proprietary System Management and Oversight

Notes:
 1. Respondent shall commit to a firm fixed price for all Proprietary System Management and Oversight Services (PSM).
 2. All Proprietary System Management and Oversight Services start from the operations Phase.
 3. Respondent shall use the All-Inclusive Hourly Rate tab to complete this worksheet. Ensure data integrity, formula and totals align correctly.
 4. Respondent shall reflect cost as a month-to-month basis under "PSM Services - Monthly Price" *highlighted in light green* for each operation year.
5. All existing data in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example

PSM Services Total Price Summary	Year 1 (7 Months)		Year 2		Year 3		Year 4		Totals Base Term (Years 1 - 4)	
Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price
PSM Services	972.85	\$ 73,255.74	5,277.93	\$ 397,635.26	5,277.93	\$ 397,635.26	5,277.93	\$ 397,635.26	16,806.65	\$ 1,266,161.51

PSM Services Total Price Summary	Year 5		Year 6		Year 7		Total Price Extensions (Years 5 - 7)		Total Price Base Term and Extensions	
Description	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price (Years 5 - 7)	Total FTE Hours	Total Price (Years 1 thru 7)
PSM Services	5,277.93	\$ 423,083.91	5,277.93	\$ 423,083.91	5,277.93	\$ 423,083.91	15,833.80	\$ 1,269,251.74	32,640.45	\$ 2,535,413.24

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PSM Services - Monthly Price						Year 1	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.0	46	\$ 84.16	46.33	\$ 3,898.82
	PSO Support	Support	2.0	46	\$ 70.87	92.65	\$ 6,566.29
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						138.98	\$ 10,465.11
TOTAL						138.98	\$ 10,465.11

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 1 (7 Months)	
Item	Deliverable			FTE Hours	Total Price
PSM B CY1 1	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 2	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 3	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 4	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 5	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 6	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
PSM B CY1 7	Proprietary System Management and Oversight (PSM)	138.98	\$ 10,465.11	138.98	\$ 10,465.11
Total		972.85	\$ 73,255.74	972.85	\$ 73,255.74

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PSM Services - Monthly Price						Year 2	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 84.16	147.91	\$ 12,447.83
	PSO Support	Support	2.00	146	\$ 70.87	291.92	\$ 20,688.45
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$33,136.27
TOTAL						439.83	\$33,136.27

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 2	
Item	Deliverable			FTE Hours	Total Price
PSM B CY2 1	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 2	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 3	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 4	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 5	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 6	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 7	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 8	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 9	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 10	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 11	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B CY2 12	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
Total		5,277.93	\$ 397,635.26	5,277.93	\$ 397,635.26

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PSM Services - Monthly Price						Year 3	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 84.16	147.91	\$ 12,447.83
	PSO Support	Support	2.00	146	\$ 70.87	291.92	\$ 20,688.45
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$33,136.27
TOTAL						439.83	33,136.27

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 3	
Item	Deliverable			FTE Hours	Total Price
PSM B_CY3_1	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_2	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_3	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_4	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_5	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_6	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_7	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_8	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_9	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_10	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_11	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY3_12	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
Total		5,277.93	\$ 397,635.26	5,277.93	\$ 397,635.26

Accenture State Healthcare Services



Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

Proprietary System Management and Oversight

PSM Services - Monthly Price						Year 4	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 84.16	147.91	\$ 12,447.83
	PSO Support	Support	2.00	146	\$ 70.87	291.92	\$ 20,688.45
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$33,136.27
TOTAL						439.83	33,136.27

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 4	
Item	Deliverable			FTE Hours	Total Price
PSM B_CY4_1	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_2	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_3	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_4	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_5	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_6	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_7	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_8	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_9	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_10	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_11	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
PSM B_CY4_12	Proprietary System Management and Oversight (PSM)	439.83	\$ 33,136.27	439.83	\$ 33,136.27
Total		5,277.93	\$ 397,635.26	5,277.93	\$ 397,635.26

Accenture State Healthcare Services



Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

Proprietary System Management and Oversight

PSM Services - Monthly Price						Year 5	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 89.55	147.91	\$ 13,244.49
	PSO Support	Support	2.00	146	\$ 75.41	291.92	\$ 22,012.51
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$35,256.99
TOTAL						439.83	35,256.99

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 5	
Item	Deliverable			FTE Hours	Total Price
PSM B_CY5_1	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_2	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_3	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_4	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_5	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_6	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_7	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_8	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_9	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_10	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_11	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B_CY5_12	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
Total		5,277.93	\$ 423,083.91	5,277.93	\$ 423,083.91

Accenture State Healthcare Services



Texas Health and Human Services Commission
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Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

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Proprietary System Management and Oversight

PSM Services - Monthly Price						Year 6	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 89.55	147.91	\$ 13,244.49
	PSO Support	Support	2.00	146	\$ 75.41	291.92	\$ 22,012.51
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$35,256.99
TOTAL						439.83	35,256.99

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 6	
Item	Deliverable			FTE Hours	Total Price
PSM B CY6 1	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 2	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 3	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 4	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 5	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 6	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 7	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 8	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 9	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 10	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 11	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY6 12	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
Total		5,277.93	\$ 423,083.91	5,277.93	\$ 423,083.91

Accenture State Healthcare Services



Texas Health and Human Services Commission
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Proprietary System Management and Oversight

PSM Services - Monthly Price						Year 7	
Task	RFO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
PSM Services	PSO Support Lead	Support	1.00	148	\$ 89.55	147.91	\$ 13,244.49
	PSO Support	Support	2.00	146	\$ 75.41	291.92	\$ 22,012.51
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - PSM Services						439.83	\$35,256.99
TOTAL						439.83	35,256.99

PSM Services - Monthly Payment Schedule		PSM FTE Hours	Monthly Price	Year 7	
Item	Deliverable			FTE Hours	Total Price
PSM B CY7 1	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 2	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 3	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 4	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 5	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 6	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 7	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 8	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 9	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 10	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 11	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
PSM B CY7 12	Proprietary System Management and Oversight (PSM)	439.83	\$ 35,256.99	439.83	\$ 35,256.99
Total		5,277.93	\$ 423,083.91	5,277.93	\$ 423,083.91

Accentura State Healthcare Services



Texas Health and Human Services Commission
 HHSC Contract No. HHS001105500001
 Electronic Verification Visit (EV) System Management Services
 Attachment A-1 Final Pricing Workbook

Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Tier by Operational Month for State Pool Operations

This tab allows the Respondent to provide the Variable State Pool System Operations Fees based on the number of State Pool System transactions in each Tier.

1. Tier Baseline is based on the historical average number of transactions during a month and anticipated changes due to increasing usage of Proprietary Systems and population increases due to the planned expansion of EVV to home health care services (For more information, please go to the Procurement Library).
2. Respondents must propose a Fee for each Task by Operational Year. Note: The Tier Baseline (below) is calculated by data provided by the Respondent in the "Baseline Cost Detail by Task, By Month, By Year" and is required.
3. The Annual Baseline Payment Amount will be included in the resulting Contract. Monthly fees will be paid based on the actual monthly volumes of State Pool System Transactions.
4. State Pool System Operations start from the Operational Phase, Year 1, Month 6.
5. Respondent shall use the All-inclusive Hourly Rate tab to complete this worksheet. Ensure data integrity, formula and totals align correctly.
6. Respondent shall reflect cost as a monthly amount basis under "Variable State Pool System Operations Fees by Month and Task" highlighted in light green for each operation year.
7. Respondent shall provide Alternative Device Service Pricing method of calculation in the tab labeled "Alternative Device Pricing".

NOTE: All existing data in the Pricing Workbook template are the result of the sample data and should be disregarded. Shown as example.

Term	Year	Annual Baseline - Payment Amount
Base Term (Operational Period Only includes Transition Fees)	Operational Year 1 (7 Months)	\$ 11,616,794.66
	Operational Year 2 (12 Months)	\$ 18,892,826.53
	Operational Year 3 (12 Months)	\$ 18,176,442.48
	Operational Year 4 (12 Months)	\$ 18,785,019.58
Optional Contract Extension #1	Operational Year 5 (12 Months)	\$ 19,724,270.56
Optional Contract Extension #2	Operational Year 6 (12 Months)	\$ 20,395,229.80
Optional Contract Extension #3	Operational Year 7 (12 Months)	\$ 21,059,730.85

Tier Rate Structure	State Pool System Transaction Volume (By Month)	Total Variable State Pool System Operations Fees by Month				Variable State Pool System Hosting/IVR Fees by Month					Variable State Pool System FTE Resources Fees by Month			
		Total Operational Year 1 (Monthly Price)	Total Operational Year 2 (Monthly Price)	Total Operational Year 3 (Monthly Price)	Total Operational Year 4 (Monthly Price)	Hosting / IVR Adjustments by Tier	Hosting/IVR Year 1 (Monthly Price)	Hosting/IVR Year 2 (Monthly Price)	Hosting/IVR Year 3 (Monthly Price)	Hosting/IVR Year 4 (Monthly Price)	Resources Year 1 (Monthly Price)	Resources Year 2 (Monthly Price)	Resources Year 3 (Monthly Price)	Resources Year 4 (Monthly Price)
Reprice	Less than 3,000,000													
Tier 1	3,000,000	\$ 1,348,567	\$ 1,292,109	\$ 1,211,162	\$ 1,248,315	73.26%	\$ 764,169	\$ 707,888	\$ 743,073	\$ 780,228	\$ 584,421	\$ 584,421	\$ 468,089	\$ 468,089
Tier 2	4,000,000	\$ 1,496,753	\$ 1,429,922	\$ 1,355,461	\$ 1,399,426	86.69%	\$ 804,253	\$ 837,421	\$ 879,292	\$ 923,257	\$ 592,501	\$ 592,501	\$ 476,169	\$ 476,169
Tier 3	5,000,000	\$ 1,597,981	\$ 1,524,265	\$ 1,454,118	\$ 1,502,611	95.62%	\$ 997,400	\$ 923,885	\$ 969,869	\$ 1,019,362	\$ 600,581	\$ 600,581	\$ 484,249	\$ 484,249
Tier 4	6,000,000	\$ 1,646,533	\$ 1,569,826	\$ 1,501,562	\$ 1,552,013	99.50%	\$ 1,037,872	\$ 951,165	\$ 1,009,224	\$ 1,059,885	\$ 608,600	\$ 608,600	\$ 492,329	\$ 492,329
Tier Baseline	7,000,000	\$ 1,659,828	\$ 1,582,736	\$ 1,514,704	\$ 1,565,418	100.00%	\$ 1,043,088	\$ 965,995	\$ 1,014,295	\$ 1,065,010	\$ 616,740	\$ 616,740	\$ 500,408	\$ 500,408
Tier 6	8,000,000	\$ 1,831,359	\$ 1,742,187	\$ 1,681,723	\$ 1,740,365	115.67%	\$ 1,206,539	\$ 1,117,367	\$ 1,173,235	\$ 1,231,897	\$ 624,820	\$ 624,820	\$ 508,488	\$ 508,488
Tier 7	9,000,000	\$ 2,002,995	\$ 1,901,735	\$ 1,848,845	\$ 1,915,459	131.35%	\$ 1,370,096	\$ 1,268,835	\$ 1,332,277	\$ 1,398,891	\$ 632,900	\$ 632,900	\$ 516,568	\$ 516,568
Reprice	More than 9,999,999													

Tier Rate Structure	State Pool System Transaction Volumes (By Month)	Total Variable State Pool System Operations Fees by Month			Variable State Pool System Hosting/IVR Fees by Month				Variable State Pool System FTE Resources Fees by Month		
		Total Operational Year 5 (Monthly Price)	Total Operational Year 6 (Monthly Price)	Total Operational Year 7 (Monthly Price)	Hosting / IVR Adjustments by Tier	Hosting/IVR Year 5 (Monthly Price)	Hosting/IVR Year 6 (Monthly Price)	Hosting/IVR Year 7 (Monthly Price)	Resources Year 5 (Monthly Price)	Resources Year 6 (Monthly Price)	Resources Year 7 (Monthly Price)
Reprice	Less than 3,000,000										
Tier 1	3,000,000	\$ 1,310,751	\$ 1,251,693	\$ 1,204,703	73.26%	\$ 819,258	\$ 860,198	\$ 803,209	\$ 491,494	\$ 491,494	\$ 491,494
Tier 2	4,000,000	\$ 1,469,397	\$ 1,377,669	\$ 1,309,783	86.69%	\$ 969,420	\$ 1,017,891	\$ 1,068,785	\$ 499,977	\$ 499,977	\$ 499,977
Tier 3	5,000,000	\$ 1,577,742	\$ 1,511,206	\$ 1,447,343	95.62%	\$ 1,069,261	\$ 1,122,745	\$ 1,178,882	\$ 508,461	\$ 508,461	\$ 508,461
Tier 4	6,000,000	\$ 1,629,614	\$ 1,555,248	\$ 1,493,663	99.50%	\$ 1,112,669	\$ 1,168,303	\$ 1,226,718	\$ 516,945	\$ 516,945	\$ 516,945
Tier Baseline	7,000,000	\$ 1,643,689	\$ 1,569,602	\$ 1,508,311	100.00%	\$ 1,118,260	\$ 1,174,173	\$ 1,232,862	\$ 525,429	\$ 525,429	\$ 525,429
Tier 6	8,000,000	\$ 1,827,404	\$ 1,720,079	\$ 1,659,967	115.67%	\$ 1,293,492	\$ 1,358,166	\$ 1,426,075	\$ 533,913	\$ 533,913	\$ 533,913
Tier 7	9,000,000	\$ 2,011,231	\$ 1,894,673	\$ 1,816,787	131.35%	\$ 1,468,835	\$ 1,542,277	\$ 1,619,391	\$ 542,396	\$ 542,396	\$ 542,396
Reprice	More than 9,999,999										



Final

Variable State Pool System Operations Fees

Baseline Cost Detail by Task, by Month, By Year

Description	Year 1 (7 Months)	Year 2		Year 3		Year 4		Totals Initial Term (Years 1-4)	
	FTE Hours	FTE Hours	Total Price	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price
Tier Baseline	39,379.11	67,507.05	7,400,881.91	57,600.00	6,004,900.63	57,600.00	6,004,900.63	222,086.16	23,727,854.28

Description	Year 5	Year 6		Year 7		Total Price Extensions (Years 5-7)		Total Price Operations years with Extensions	
	FTE Hours	FTE Hours	Total Price	FTE Hours	Total Price	Total FTE Hours	Total Price (Years 5-7)	Total FTE Hours	Total Price (Years 1-7)
Tier Baseline	57,600.00	57,600.00	6,395,145.66	57,600.00	6,395,145.66	172,800.00	18,915,436.98	394,886.16	42,643,291.26

Task	RPO Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	Operational Year 1 (7 Months)	
						FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk-1	12.00	150	\$ 53.87	1,800.00	\$ 96,907.90
	HHAX - Support Team Lead	Support Technician-3	2.00	150	\$ 69.39	300.00	\$ 20,817.14
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 117,725.04
Training Support (TNG)	HHAX - Senior Instructor	Instructor Trainer-2	1.00	150	\$ 113.21	150.00	\$ 16,982.10
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Training Support (TNG)						150.00	\$ 16,982.10
Alternative Device Management (ALT)					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Alternative Device Management (ALT)						-	\$ -
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report	1.00	150	\$ 160.13	150.00	\$ 24,019.77
	HHAX - Software Engineer	DevOps Engineer-2	2.00	150	\$ 160.13	300.00	\$ 48,039.55
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	150	\$ 77.72	150.00	\$ 11,657.60
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-3	1.00	150	\$ 89.13	150.00	\$ 13,369.78
	HHAX - System Lead	Project Lead-2	1.00	150	\$ 173.48	150.00	\$ 26,021.42
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	150	\$ 132.37	450.00	\$ 59,567.64
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	150	\$ 193.05	300.00	\$ 57,914.42
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	150	\$ 135.41	600.00	\$ 81,243.01
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	150	\$ 158.88	150.00	\$ 23,801.56
	HHAX - FP&A Analyst	Business Analyst-2	1.00	150	\$ 133.44	150.00	\$ 20,016.48
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	64	\$ 89.13	6.07	\$ 541.32
	HHAX - Integration Manager	Business Analyst-3	1.00	64	\$ 120.37	64.68	\$ 7,783.58
	HHAX - Lead Integration Specialist	Business Analyst-3	1.00	49	\$ 154.05	48.81	\$ 7,473.15
	HHAX - Software Engineering Manager	Software Engineer-3	1.00	70	\$ 193.05	70.16	\$ 13,543.53
	HHAX - Compliance Officer	Information Security Manager-3	1.00	9	\$ 186.82	8.60	\$ 1,607.03
	HHAX - Senior Director (Information Security)	Program Manager-3	1.00	63	\$ 205.05	62.64	\$ 12,845.18
	HHAX - Senior IAT Specialist	IA Engineer Automated-2	1.00	19	\$ 89.55	19.23	\$ 1,721.52
	HHAX - Sr. Implementation Specialist	Business Analyst-2	1.00	97	\$ 111.53	96.75	\$ 6,329.21
	HHAX - Business Analyst	Systems Analyst-2	1.00	20	\$ 160.13	19.74	\$ 3,160.80
	HHAX - Director of Client Success	Program Manager-2	1.00	20	\$ 169.59	19.99	\$ 3,310.84
	HHAX - Implementation Specialist	Business Analyst-2	1.00	41	\$ 101.31	40.84	\$ 4,138.90
	HHAX - Data Specialist	Data Analyst/Report Writer-3	1.00	45	\$ 160.13	45.12	\$ 7,225.32
	HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	1.00	38	\$ 113.21	37.52	\$ 4,248.02
	HHAX - Sr. Software Developer	Software Developer-3	1.00	43	\$ 161.09	42.64	\$ 6,869.75
	HHAX - Provider Experience Specialist	Product Support Analyst-2	1.00	31	\$ 93.41	31.36	\$ 2,929.01
	HHAX - VP Content & Editorial	Instructor Trainer-3	1.00	41	\$ 113.21	40.81	\$ 4,620.82
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	42	\$ 158.68	42.49	\$ 6,741.41
	HHAX - Client Support Specialist	Support Technician-2	1.00	4	\$ 62.41	3.61	\$ 225.21
	HHAX - Support Team Lead	Support Technician-3	1.00	4	\$ 69.39	3.61	\$ 250.40
	HHAX - Project Manager	Project Manager-2	1.00	107	\$ 133.59	107.02	\$ 14,287.90
HHAX - Lead Software Engineer	Software Engineer-3	1.00	15	\$ 163.47	14.06	\$ 2,445.11	
HHAX - Senior Software Engineer	Software Engineer-3	1.00	15	\$ 132.37	14.06	\$ 1,979.99	
HHAX - Training/Adoption Specialist	Instructor Trainer-1	1.00	25	\$ 87.11	24.92	\$ 2,170.78	
Subtotal - Other SPO Services						3,375.59	\$ 481,983.02
TOTAL						5,625.59	\$ 616,740.16

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 1	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee
SPO_CY1_1	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_2	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_3	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_4	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_5	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_6	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
SPO_CY1_7	State Pool System Operations	2,100.00	\$ 15,982.10	150.00	\$ 16,982.10	-	\$ -	3,375.59	\$ 481,983.02	5,625.59	\$ 616,740.16
Total		14,700.00	\$ 118,874.71	1,050.00	\$ 11,874.71	-	\$ -	23,029.11	\$ 3,373,881.12	39,379.11	\$ 4,317,481.11



Texas Health and Human Services Commission
 HHSC Contract No. HHS00110550001
 Electronic Verification Visit (EVV) System Management Services
 Attachment A-1 Final Pricing Workbook

Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task								Operational Year 2		
Task	RPO Resource Role	DR / F Role Classification	# of FTEs at Level	Hours Per FTE	FTE	Hourly Rate	FTE Hours	Monthly Price	Monthly Price	
Call Center Support (CAC)	HHAX - Client Support Receptionist	Help Desk -1	12.00	100	100	\$ 53.87	1,800.00	\$ 96,957.90		
	HHAX - Support Team Lead	Support Technician-3	2.00	160	160	\$ 69.39	300.00	\$ 20,817.14		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
Subtotal - Call Center Support (CAC)							2,100.00	\$ 117,775.04		
Training Support (TNG)	HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	1.00	160	160	\$ 113.21	150.00	\$ 16,982.10		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
Subtotal - Training Support (TNG)							150.00	\$ 16,982.10		
Alternative Device Management (ALT)						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
						\$ -	-	\$ -		
Subtotal - Alternative Device Management (ALT)										
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Writer	1.00	67	67	\$ 160.13	66.67	\$ 10,675.46		
	HHAX - Software Engineer	Software Engineer-2	2.00	160	160	\$ 160.13	300.00	\$ 48,039.00		
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	160	\$ 77.72	150.00	\$ 11,657.60		
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	160	160	\$ 89.13	150.00	\$ 13,369.78		
	HHAX - System Lead	Project Lead-2	1.00	160	160	\$ 173.48	150.00	\$ 26,021.42		
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	122	122	\$ 132.37	366.67	\$ 48,536.60		
	HHAX - Senior Software Engineer	Software Engineer-3	2.00	160	160	\$ 193.05	300.00	\$ 57,914.42		
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	160	160	\$ 135.41	600.00	\$ 81,243.01		
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	160	160	\$ 158.68	150.00	\$ 23,801.56		
	HHAX - HRBA Analyst	Business Analyst-2	1.00	160	160	\$ 133.44	150.00	\$ 20,016.48		
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	64	64	\$ 89.13	6.07	\$ 541.32		
	HHAX - Integration Manager	Business Analyst-3	1.00	64	64	\$ 120.37	64.48	\$ 7,761.38		
	HHAX - Lead Integration Specialist	Business Analyst-3	1.00	49	49	\$ 154.05	48.51	\$ 7,473.15		
	HHAX - Software Engineering Manager	Software Engineer-3	1.00	70	70	\$ 193.05	70.16	\$ 13,543.63		
	HHAX - Compliance Officer	Information Security Manager-3	1.00	9	9	\$ 186.82	8.60	\$ 1,607.03		
	HHAX - Senior Director	Program Manager-3	1.00	61	61	\$ 205.05	63.64	\$ 13,245.16		
	HHAX - Senior IAT Specialist	QA Engineer Automated-2	1.00	18	18	\$ 59.55	19.23	\$ 1,121.52		
	HHAX - Sr. Implementation Specialist	Business Analyst-2	1.00	37	37	\$ 111.53	36.75	\$ 6,329.21		
	HHAX - Business Analyst	Systems Analyst-2	1.00	20	20	\$ 160.13	19.74	\$ 3,160.80		
	HHAX - Director of Client Services	Program Manager-2	1.00	20	20	\$ 164.59	19.56	\$ 3,218.84		
	HHAX - Implementation Specialist	Business Analyst-2	1.00	41	41	\$ 101.31	40.84	\$ 4,138.90		
	HHAX - Data Specialist	Data Analyst/Report Writer-3	1.00	40	40	\$ 160.13	45.12	\$ 7,225.32		
	HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	1.00	36	36	\$ 113.21	37.52	\$ 4,244.02		
	HHAX - Sr. Software Developer	Software Developer-3	1.00	40	40	\$ 161.09	42.84	\$ 6,899.75		
	HHAX - Product Experience Specialist	Product Support Analyst-2	1.00	31	31	\$ 93.41	31.38	\$ 2,929.01		
	HHAX - VP Content & Education	Instructor Trainer-2	1.00	41	41	\$ 113.21	40.81	\$ 4,620.82		
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	42	42	\$ 158.68	42.49	\$ 6,741.41		
	HHAX - Client Support Specialist	Support Technician-2	1.00	4	4	\$ 62.41	3.61	\$ 225.21		
	HHAX - Support Team Lead	Support Technician-3	1.00	4	4	\$ 69.39	3.61	\$ 250.40		
	HHAX - Project Manager	Project Manager -2	1.00	107	107	\$ 133.50	107.02	\$ 14,287.30		
	HHAX - Lead Software Engineer	Software Engineer-3	1.00	15	15	\$ 163.47	14.96	\$ 2,445.11		
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	15	15	\$ 132.37	14.96	\$ 1,979.99		
	HHAX - Training/Adoption Specialist	Instructor Trainer-2	1.00	25	25	\$ 87.11	24.92	\$ 2,170.78		
	HHAX - Data Specialist	Data Analyst/Report Writer-3	1.00	80	80	\$ 160.13	83.33	\$ 13,344.32		
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	80	80	\$ 132.37	83.33	\$ 11,021.04		
	Subtotal - Other SPO Services							3,375.99	\$ 481,983.92	
	TOTAL							5,825.99	\$ 616,740.16	

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 2	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee
SPO_CY2_1	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_2	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_3	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_4	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_5	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_6	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_7	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_8	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_9	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_10	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_11	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
SPO_CY2_12	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,982.10	0.00	\$ -	3,375.99	\$ 481,983.92	5,825.99	\$ 616,740.16
Total		25,200.00	\$ 1,400.00	\$ 203,785.21	0.00	\$ -	40,907.05	\$ 5,783,795.28	67,607.05	\$ 7,490,681.91	



Texas Health and Human Services Commission
 HHSC Contract No. HH8001105500001
 Electronic Verification Visit (EV) System Management Services
 Attachment A-1 Final Pricing Workbook

Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task								Operational Year 3	
Task	RFD Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price	FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk-1	12.00	160	\$ 53.87	1,920	\$ 98,857.90		
	HHAX - Support Team Lead	Support Technician-3	2.00	160	\$ 69.36	300	\$ 20,817.14		
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 117,775.04		
Training Support (TNG)	HHAX - Senior Training/Adoption Evangelist	Instructor Trainer-2	1.00	160	\$ 113.21	150.00	\$ 16,882.10		
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
Subtotal - Training Support (TNG)						150.00	\$ 16,882.10		
Alternative Device Management (ALT)							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
							\$ -		\$ -
Subtotal - Alternative Device Management (ALT)							\$ -	\$ -	
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	47	\$ 160.13	66.67	\$ 10,679.46		
	HHAX - Software Engineer	DevOps Engineer-3	2.00	160	\$ 160.13	300	\$ 48,039.55		
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	\$ 77.72	150.00	\$ 11,657.60		
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	160	\$ 89.13	150.00	\$ 13,369.78		
	HHAX - System Lead	Project Lead-2	1.00	160	\$ 173.48	150.00	\$ 26,021.42		
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	122	\$ 132.37	366.67	\$ 48,536.80		
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	160	\$ 193.05	300.00	\$ 57,914.42		
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	160	\$ 135.41	600.00	\$ 81,243.01		
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	160	\$ 158.88	150.00	\$ 23,801.56		
	HHAX - FPA Analyst	Business Analyst-2	1.00	160	\$ 123.44	150.00	\$ 20,016.48		
	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	83	\$ 160.13	83.33	\$ 13,544.92		
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	83	\$ 132.37	83.33	\$ 11,031.04		
Subtotal - Other SPO Services						2,550.00	\$ 365,651.24		
TOTAL						4,800.00	\$ 500,408.39		

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 3	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee		
SPO_CV3_1	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_2	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_3	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_4	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_5	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_6	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_7	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_8	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_9	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_10	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_11	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV3_12	State Pool System Operations	2,100.00	\$ 117,775.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
Total		25,200.00	\$ 2,037,814.92	1,650.00	\$ 203,785.21	0.00	\$ -	30,000.00	\$ 4,387,814.92	57,600.00	\$ 6,084,990.83



Texas Health and Human Services Commission
 HHSC Contract No. HH8001105500001
 Electronic Verification Visit (EV) System Management Services
 Attachment A-1 Final Pricing Workbook

Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task						Operational Year 4	
Task	RFD Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk-1	12.00	160	\$ 53.87	1,920.00	\$ 98,987.90
	HHAX - Support Team Lead	Support Technician-3	2.00	160	\$ 69.36	300.00	\$ 20,817.14
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 117,754.04
Training Support (TNG)	HHAX - Senior Training/Adoption Evangelist	Instructor Trainer-2	1.00	160	\$ 113.21	150.00	\$ 16,882.10
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Training Support (TNG)						150.00	\$ 16,882.10
Alternative Device Management (ALT)					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Alternative Device Management (ALT)						-	\$ -
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Writer-3	1.00	47	\$ 160.13	66.67	\$ 10,679.46
	HHAX - Software Engineer	DevOps Engineer-3	2.00	160	\$ 160.13	300.00	\$ 48,039.55
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	\$ 77.72	150.00	\$ 11,657.60
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	160	\$ 89.13	150.00	\$ 13,369.78
	HHAX - System Lead	Project Lead-2	1.00	160	\$ 173.48	150.00	\$ 26,021.42
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	122	\$ 132.37	366.67	\$ 48,536.80
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	160	\$ 193.05	300.00	\$ 57,914.42
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	160	\$ 135.41	600.00	\$ 81,243.01
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	160	\$ 158.88	150.00	\$ 23,801.56
	HHAX - FPA Analyst	Business Analyst-2	1.00	160	\$ 123.44	150.00	\$ 20,016.48
	HHAX - Data Specialist	Data Analyst/Report Writer-3	1.00	83	\$ 160.13	83.33	\$ 13,544.92
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	83	\$ 132.37	83.33	\$ 11,031.04
Subtotal - Other SPO Services						2,550.00	\$ 365,651.24
TOTAL						4,800.00	\$ 500,408.39

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 4	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee		
SPO_CV4_1	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_2	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_3	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_4	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_5	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_6	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_7	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_8	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_9	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_10	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_11	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
SPO_CV4_12	State Pool System Operations	2,100.00	\$ 117,754.04	150.00	\$ 16,882.10	0.00	\$ -	2,550.00	\$ 365,651.24	4,800.00	\$ 500,408.39
Total		25,200.00	\$ 2,037,814.92	1,650.00	\$ 203,785.21	0.00	\$ -	30,000.00	\$ 4,387,814.92	57,000.00	\$ 6,084,990.83



Texas Health and Human Services Commission
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Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task						Operational Year 5	
Task	RFD Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk-1	12.00	160	\$ 56.56	1,920.00	\$ 109,805.80
	HHAX - Support Team Lead	Support Technician-3	2.00	160	\$ 72.86	300.00	\$ 21,858.00
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 123,663.79
Training Support (TNG)	HHAX - Senior Training/Adoption Evangelist	Instructor Trainer-2	1.00	160	\$ 118.87	150.00	\$ 17,831.21
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Training Support (TNG)						150.00	\$ 17,831.21
Alternative Device Management (ALT)					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Alternative Device Management (ALT)						-	\$ -
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	47	\$ 168.14	66.67	\$ 11,209.23
	HHAX - Software Engineer	DevOps Engineer-3	2.00	160	\$ 168.14	300.00	\$ 50,441.53
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	\$ 81.60	190.00	\$ 12,240.48
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	160	\$ 93.59	190.00	\$ 14,038.27
	HHAX - System Lead	Project Lead-2	1.00	160	\$ 182.15	150.00	\$ 27,322.49
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	122	\$ 138.99	366.67	\$ 50,963.43
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	150	\$ 202.79	300.00	\$ 60,810.14
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	150	\$ 142.18	600.00	\$ 85,305.16
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	150	\$ 168.81	150.00	\$ 24,991.64
	HHAX - FPA Analyst	Business Analyst-2	1.00	160	\$ 145.12	190.00	\$ 21,017.30
	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	83	\$ 193.14	83.33	\$ 14,011.54
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	83	\$ 138.99	83.33	\$ 11,582.60
	Subtotal - Other SPO Services						2,550.00
TOTAL						4,800.00	\$ 525,428.81

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 5	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee
SPO_CYS_1	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_2	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_3	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_4	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_5	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_6	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_7	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_8	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_9	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_10	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_11	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CYS_12	State Pool System Operations	2,100.00	\$ 123,663.79	150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
Total		23,200.00	\$ 2,133,974.67	1,650.00	\$ 213,974.67	0.00	\$ -	30,000.00	\$ 4,607,288.67	57,000.00	\$ 6,956,145.96



Texas Health and Human Services Commission
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Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task						Operational Year 6	
Task	RFD Resource Role	DIR IT Role Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk-1	12.00	160	\$ 56.56	1,920.00	\$ 109,805.80
	HHAX - Support Team Lead	Support Technician-3	2.00	160	\$ 72.86	300.00	\$ 21,858.00
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 123,663.79
Training Support (TNG)	HHAX - Senior Training/Adoption Evangelist	Instructor Trainer-2	1.00	160	\$ 118.87	150.00	\$ 17,831.21
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Training Support (TNG)						150.00	\$ 17,831.21
Alternative Device Management (ALT)					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Alternative Device Management (ALT)						-	\$ -
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	47	\$ 168.14	66.67	\$ 11,209.23
	HHAX - Software Engineer	Software Engineer-3	2.00	160	\$ 168.14	300.00	\$ 50,441.53
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	\$ 81.60	190.00	\$ 12,240.48
	HHAX - Revenue Cycle Operations Lead	Business Analyst-3	1.00	160	\$ 93.59	190.00	\$ 14,038.27
	HHAX - System Lead	Project Lead-2	1.00	160	\$ 182.15	150.00	\$ 27,322.49
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	122	\$ 138.99	366.67	\$ 50,963.43
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	160	\$ 202.70	300.00	\$ 60,810.14
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	150	\$ 142.18	600.00	\$ 85,305.16
	HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	1.00	150	\$ 168.81	150.00	\$ 24,991.64
	HHAX - FPA Analyst	Business Analyst-2	1.00	160	\$ 145.12	190.00	\$ 21,017.30
	HHAX - Data Specialist	Data Analyst/Report Writer-1	1.00	83	\$ 193.14	83.33	\$ 14,011.54
	HHAX - Senior Software Engineer	Software Engineer-3	1.00	83	\$ 138.99	83.33	\$ 11,582.60
Subtotal - Other SPO Services						2,550.00	\$ 383,933.81
TOTAL						4,800.00	\$ 525,428.81

Item	Deliverable	Call Center		Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 6	
		FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee
SPO_CV6_1	State Pool System Operations	2,100.00	\$ 150.00	150.00	\$ 17,831.21	0.00	\$ 0.00	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CV6_2	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_3	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_4	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_5	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_6	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_7	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_8	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_9	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_10	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_11	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
SPO_CV6_12	State Pool System Operations	2,100.00	\$ 150.00	\$ 17,831.21	0.00	\$ -	2,550.00	\$ 383,933.81	4,800.00	\$ 525,428.81	
Total		25,200.00	\$ 1,650.00	\$ 213,974.67	0.00	\$ -	30,000.00	\$ 4,607,288.67	67,000.00	\$ 6,305,145.66	



Texas Health and Human Services Commission
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Final

Variable State Pool System Operations Fees

Variable State Pool System Operations Fees by Month and Task					Operational Year 7		
Task	RFO Resource Role	DR / R Classification	# of FTEs at Level	Hours Per FTE	Hourly Rate	FTE Hours	Monthly Price
Call Center Support (CAC)	HHAX - Client Support Representative	Help Desk -1	12.00	160	\$ 56.56	1,920.00	\$ 101,805.80
	HHAX - Support Team Lead	Support Technician-3	2.00	160	\$ 72.86	300.00	\$ 21,858.00
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Call Center Support (CAC)						2,100.00	\$ 123,663.79
Training Support (TNG)	HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	1.00	160	\$ 119.87	150.00	\$ 17,831.21
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Training Support (TNG)						150.00	\$ 17,831.21
Alternative Device Management (ALT)					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
					\$ -	-	\$ -
Subtotal - Alternative Device Management (ALT)							\$ -
Other SPO Services	HHAX - Data Specialist	Data Analyst/Report Developer	1.00	67	\$ 168.14	66.67	\$ 11,200.23
	HHAX - Software Engineer	DevOps Engineer-2	2.00	160	\$ 168.14	300.00	\$ 50,441.53
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	1.00	160	\$ 81.60	150.00	\$ 12,240.48
	HHAX - Revenue Cycle Operations Analyst	Business Analyst-3	1.00	160	\$ 93.59	150.00	\$ 14,038.27
	HHAX - System Lead	Project Lead-2	1.00	160	\$ 182.15	150.00	\$ 27,322.49
	HHAX - Senior Software Engineer	Software Engineer-3	3.00	120	\$ 138.99	366.67	\$ 50,963.43
	HHAX - Software Engineering Manager	Software Engineer-3	2.00	160	\$ 202.70	300.00	\$ 60,810.14
	HHAX - Client Success Manager	Business Continuity Analyst-2	4.00	150	\$ 142.18	600.00	\$ 85,308.16
	HHAX - Client Success Manager	Business Continuity Analyst-3	1.00	150	\$ 166.81	150.00	\$ 24,991.64
	HHAX - FPA Analyst	Business Analyst-2	1.00	150	\$ 140.12	150.00	\$ 21,017.30
HHAX - Data Specialist	Data Analyst/Report Developer	1.00	83	\$ 168.14	83.33	\$ 14,011.54	
HHAX - Senior Software Engineer	Software Engineer-3	1.00	83	\$ 138.99	83.33	\$ 11,562.60	
Subtotal - Other SPO Services						2,650.00	\$ 383,933.81
TOTAL						4,800.00	\$ 525,428.81

Item	Deliverable	Call Center	Training Support (TNG)		Alternative Device Management (ALT)		Other SPO Services		Operational Year 7	
		FTE Hours	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	FTE Hours	Monthly Fee	Total FTE Hours	Total Monthly Fee
SPO_CY7_1	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_2	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_3	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_4	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_5	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_6	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_7	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_8	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_9	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_10	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_11	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
SPO_CY7_12	State Pool System Operations	2,100.00	150.00	\$ 17,831.21	0.00	\$ -	2,650.00	\$ 383,933.81	4,800.00	\$ 525,428.81
Total		25,200.00	1,800.00	\$ 213,974.47	0.00	\$ -	30,600.00	\$ 4,687,205.67	57,600.00	\$ 6,305,145.86

Accenture State Healthcare Service



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All-Inclusive Hourly Labor Rates

The EVV Services All-Inclusive Hourly Labor Rates worksheet contains the hourly and composite rates for the Electronic Verification Visit (EVV) System Management Services.
Delete the example entries before completing the worksheet.

Note:

1. Use the tables on this worksheet to provide Respondent hourly labor rates for the various classifications and grades of project personnel.
2. Respondent hourly labor rates must be inclusive of all travel, per diem, and any other related allowable expenses.
3. Refer to the DIR NTE Rates tab for mapping all the RFO Resource Roles to the DIR IT Role classification.
4. Populate the RFO Resource Role and the DIR IT Role classification for the DIR NTE rates.
5. Populate the Non - IT Role rates in this table with the descriptions of the roles in the Non-IT-Staffing-Description Worksheet.
6. The Composite Rate percentages shall correspond to the associated staff position.
7. Respondent shall commit to both Composite Rates and Hourly Rates for all change orders and unanticipated services. These Hourly Rates and/or Composite Rates shall be available for HHSC to use for unanticipated tasks as necessary, or for changes to the scope of existing services.
8. The Respondent may apply an inflator/deflator only once, beginning of Extension 1.

Table 1- EVV Services All Inclusive Hourly Labor Rates

RFO Resource Role	DIR IT Role Classification - Title	Lookup	DIR NTE RATE	# of FTEs	Composite Weight %	Base Term		Extension 1		Extension 2		Extension 3	
						Hourly Rate Year 1-4	Composite Rate (Year 1-4)	Hourly Rate Year 5	Composite Rate (Year 5)	Hourly Rate Year 6	Composite Rate (Year 6)	Hourly Rate Year 7	Composite Rate (Year 7)
Project Manager	Project Manager-3	Project Manager/Project Manager-3		2.00	4%	\$127.80	\$5.11	\$135.98	\$5.44	\$135.98	\$5.44	\$135.98	\$5.44
Associate Manager	Project Lead-2	Associate Manager/Project Lead-2	125.96	1.00	2%	\$110.74	\$2.21	\$117.83	\$2.36	\$117.83	\$2.36	\$117.83	\$2.36
SPS Ops & PSO Support Lead	Support Technician-3	SPS Ops & PSO Support Lead/Support Technician-3	82.52	2.00	2%	\$82.39	\$1.65	\$87.66	\$1.75	\$87.66	\$1.75	\$87.66	\$1.75
PMO Agent	Project Lead-2	PMO Agent/Project Lead-2	125.96	1.00	2%	\$127.80	\$2.56	\$135.98	\$2.72	\$135.98	\$2.72	\$135.98	\$2.72
PMO Support	Project Lead-1	PMO Support/Project Lead-1	88.39	1.00	4%	\$96.86	\$3.87	\$103.06	\$4.12	\$103.06	\$4.12	\$103.06	\$4.12
SPS Ops Support Sr. Agent	Support Technician-2	SPS Ops Support Sr. Agent/Support Technician-2	58.00	2.00	4%	\$101.88	\$4.08	\$108.40	\$4.34	\$108.40	\$4.34	\$108.40	\$4.34
SPS Ops Support Agent	Support Technician-1	SPS Ops Support Agent/Support Technician-1	39.56	2.00	2%	\$75.30	\$1.51	\$80.12	\$1.60	\$80.12	\$1.60	\$80.12	\$1.60
PSO Support Team Lead	Support Technician-2	PSO Support Team Lead/Support Technician-2	58.00	1.00	2%	\$94.16	\$1.68	\$99.55	\$1.79	\$99.55	\$1.79	\$99.55	\$1.79
PSO Support	Support Technician-1	PSO Support/Support Technician-1	39.56	1.00	2%	\$70.87	\$1.42	\$75.41	\$1.51	\$75.41	\$1.51	\$75.41	\$1.51
Program Manager	Program Manager-3	Program Manager/Program Manager-3	163.55	1.00	0%	\$290.26	\$0.00	\$308.84	\$0.00	\$308.84	\$0.00	\$308.84	\$0.00
Transition Lead	Project Lead-3	Transition Lead/Project Lead-3	169.09	0.00	4%	\$185.64	\$7.43	\$197.52	\$7.90	\$197.52	\$7.90	\$197.52	\$7.90
Solution Architect	Applications Architect-3	Solution Architect/Applications Architect-3	149.51	2.00	4%	\$217.05	\$8.68	\$230.94	\$9.24	\$230.94	\$9.24	\$230.94	\$9.24
Systems Lead	Systems Analyst-3	Systems Lead/Systems Analyst-3	144.24	0.00	0%	\$185.64	\$0.00	\$197.52	\$0.00	\$197.52	\$0.00	\$197.52	\$0.00
Tech BA	Business Analyst-2	Tech BA/Business Analyst-2	98.21	0.00	0%	\$239.20	\$0.00	\$254.51	\$0.00	\$254.51	\$0.00	\$254.51	\$0.00
Tech Dev	Software Developer-2	Tech Dev/Software Developer-2	131.12	2.00	4%	\$143.97	\$5.76	\$153.18	\$6.13	\$153.18	\$6.13	\$153.18	\$6.13
PMO Oversight	Project Lead-2	PMO Oversight/Project Lead-2	125.96	0.00	0%	\$143.97	\$0.00	\$153.18	\$0.00	\$153.18	\$0.00	\$153.18	\$0.00
HHAX - Integration Analyst	Business Analyst-1	HHAX - Integration Analyst/Business Analyst-1	85.78	0.00	0%	\$76.27	\$0.00	\$80.08	\$0.00	\$80.08	\$0.00	\$80.08	\$0.00
HHAX - Implementation Specialist	Business Analyst-2	HHAX - Implementation Specialist/Business Analyst-2	98.21	0.00	0%	\$101.31	\$0.00	\$106.37	\$0.00	\$106.37	\$0.00	\$106.37	\$0.00
HHAX - Sr. Implementation Specialist	Business Analyst-2	HHAX - Sr. Implementation Specialist/Business Analyst-2	98.21	0.00	0%	\$111.53	\$0.00	\$117.11	\$0.00	\$117.11	\$0.00	\$117.11	\$0.00
HHAX - Integration Manager	Business Analyst-3	HHAX - Integration Manager/Business Analyst-3	127.59	0.00	0%	\$170.37	\$0.00	\$176.38	\$0.00	\$176.38	\$0.00	\$176.38	\$0.00
HHAX - Lead Integration Specialist	Business Analyst-3	HHAX - Lead Integration Specialist/Business Analyst-3	127.59	0.00	0%	\$154.05	\$0.00	\$161.75	\$0.00	\$161.75	\$0.00	\$161.75	\$0.00
HHAX - EDI Specialist	Data Analyst/Report Writer-2	HHAX - EDI Specialist/Data Analyst/Report Writer-2	90.63	0.00	0%	\$101.31	\$0.00	\$106.37	\$0.00	\$106.37	\$0.00	\$106.37	\$0.00
HHAX - Project Manager	Project Manager-2	HHAX - Project Manager/Project Manager-2	119.20	0.00	0%	\$133.50	\$0.00	\$140.18	\$0.00	\$140.18	\$0.00	\$140.18	\$0.00
HHAX - Senior Director Implementation	Program Manager-3	HHAX - Senior Director Implementation/Program Manager-3	163.55	0.00	0%	\$205.05	\$0.00	\$215.30	\$0.00	\$215.30	\$0.00	\$215.30	\$0.00
HHAX - Revenue Cycle Operations Specialist	Business Analyst-1	HHAX - Revenue Cycle Operations Specialist/Business Analyst-1	85.78	0.00	0%	\$70.73	\$0.00	\$74.26	\$0.00	\$74.26	\$0.00	\$74.26	\$0.00
HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	HHAX - Revenue Cycle Operations Analyst/Business Analyst-2	98.21	1.00	2%	\$77.22	\$1.55	\$81.60	\$1.63	\$81.60	\$1.63	\$81.60	\$1.63
HHAX - Revenue Cycle Operations Lead	Business Analyst-3	HHAX - Revenue Cycle Operations Lead/Business Analyst-3	127.59	1.00	2%	\$89.13	\$1.78	\$93.59	\$1.87	\$93.59	\$1.87	\$93.59	\$1.87
HHAX - System Lead	Project Lead-2	HHAX - System Lead/Project Lead-2	125.96	1.00	2%	\$173.48	\$3.47	\$182.15	\$3.64	\$182.15	\$3.64	\$182.15	\$3.64
HHAX - Senior UAT Specialist	QA Engineer/Automated-2	HHAX - Senior UAT Specialist/QA Engineer/Automated-2	77.68	0.00	0%	\$89.55	\$0.00	\$94.02	\$0.00	\$94.02	\$0.00	\$94.02	\$0.00
HHAX - Software Engineer	Software Engineer-2	HHAX - Software Engineer/Software Engineer-2	101.57	0.00	0%	\$113.96	\$0.00	\$119.66	\$0.00	\$119.66	\$0.00	\$119.66	\$0.00
HHAX - Senior Software Engineer	Software Engineer-3	HHAX - Senior Software Engineer/Software Engineer-3	147.35	3.00	6%	\$132.37	\$7.94	\$138.99	\$8.34	\$138.99	\$8.34	\$138.99	\$8.34
HHAX - Lead Software Engineer	Software Engineer-3	HHAX - Lead Software Engineer/Software Engineer-3	147.35	2.00	0%	\$163.47	\$0.00	\$171.64	\$0.00	\$171.64	\$0.00	\$171.64	\$0.00
HHAX - Software Engineering Manager	Software Engineer-3	HHAX - Software Engineering Manager/Software Engineer-3	147.35	2.00	4%	\$193.05	\$7.72	\$202.70	\$8.11	\$202.70	\$8.11	\$202.70	\$8.11
HHAX - Sr. Software Developer	Software Developer-3	HHAX - Sr. Software Developer/Software Developer-3	144.24	0.00	0%	\$161.09	\$0.00	\$169.15	\$0.00	\$169.15	\$0.00	\$169.15	\$0.00
HHAX - Lead Software Architect	Cloud Solutions Architect-3	HHAX - Lead Software Architect/Cloud Solutions Architect-3	185.43	0.00	0%	\$223.59	\$0.00	\$234.77	\$0.00	\$234.77	\$0.00	\$234.77	\$0.00
HHAX - Data Specialist	Data Analyst/Report Writer-3	HHAX - Data Specialist/Data Analyst/Report Writer-3	147.25	1.00	2%	\$160.13	\$3.20	\$168.14	\$3.36	\$168.14	\$3.36	\$168.14	\$3.36
HHAX - Software Engineer	DevOps Engineer-2	HHAX - Software Engineer/DevOps Engineer-2	121.86	2.00	4%	\$160.13	\$6.41	\$168.14	\$6.73	\$168.14	\$6.73	\$168.14	\$6.73
HHAX - Business Analyst	Systems Analyst-2	HHAX - Business Analyst/Systems Analyst-2	119.20	0.00	0%	\$160.13	\$0.00	\$168.14	\$0.00	\$168.14	\$0.00	\$168.14	\$0.00
HHAX - Compliance Officer	Information Security Manager-3	HHAX - Compliance Officer/Information Security Manager-3	174.53	0.00	0%	\$186.82	\$0.00	\$196.16	\$0.00	\$196.16	\$0.00	\$196.16	\$0.00
HHAX - Training/Adoption Specialist	Instructor Trainer-1	HHAX - Training/Adoption Specialist/Instructor Trainer-1	58.12	0.00	0%	\$87.11	\$0.00	\$91.47	\$0.00	\$91.47	\$0.00	\$91.47	\$0.00
HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	HHAX - Senior Training/Adoption Specialist/Instructor Trainer-2	73.38	1.00	2%	\$113.21	\$2.26	\$118.87	\$2.38	\$118.87	\$2.38	\$118.87	\$2.38
HHAX - VP Content & Education	Instructor Trainer-3	HHAX - VP Content & Education/Instructor Trainer-3	91.75	0.00	0%	\$113.21	\$0.00	\$118.87	\$0.00	\$118.87	\$0.00	\$118.87	\$0.00
HHAX - Client Solutions Manager	Business Continuity Analyst-1	HHAX - Client Solutions Manager/Business Continuity Analyst-1	105.08	0.00	2%	\$176.77	\$0.00	\$183.11	\$0.00	\$183.11	\$0.00	\$183.11	\$0.00
HHAX - Client Success Manager	Business Continuity Analyst-2	HHAX - Client Success Manager/Business Continuity Analyst-2	112.00	4.00	8%	\$135.41	\$10.83	\$142.18	\$11.37	\$142.18	\$11.37	\$142.18	\$11.37
HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	HHAX - Sr. Client Success Manager/Business Continuity Analyst-3	119.20	1.00	2%	\$158.68	\$3.17	\$166.61	\$3.33	\$166.61	\$3.33	\$166.61	\$3.33
HHAX - Director of Client Success	Program Manager-2	HHAX - Director of Client Success/Program Manager-2	120.87	0.00	0%	\$164.59	\$0.00	\$172.81	\$0.00	\$172.81	\$0.00	\$172.81	\$0.00
HHAX - Client Success Specialist	Product Support Analyst-2	HHAX - Client Success Specialist/Product Support Analyst-2	70.00	0.00	0%	\$93.41	\$0.00	\$98.08	\$0.00	\$98.08	\$0.00	\$98.08	\$0.00
HHAX - Provider Experience Specialist	Product Support Analyst-2	HHAX - Provider Experience Specialist/Product Support Analyst-2	70.00	0.00	0%	\$93.41	\$0.00	\$98.08	\$0.00	\$98.08	\$0.00	\$98.08	\$0.00
HHAX - Client Support Representative	Help Desk -1	HHAX - Client Support Representative/Help Desk -1	37.08	12.00	24%	\$53.87	\$17.93	\$56.56	\$13.57	\$56.56	\$13.57	\$56.56	\$13.57
HHAX - Client Support Specialist	Support Technician-2	HHAX - Client Support Specialist/Support Technician-2	58.00	0.00	0%	\$62.41	\$0.00	\$65.53	\$0.00	\$65.53	\$0.00	\$65.53	\$0.00
HHAX - Support Team Lead	Support Technician-3	HHAX - Support Team Lead/Support Technician-3	82.52	2.00	4%	\$69.39	\$2.78	\$72.86	\$2.91	\$72.86	\$2.91	\$72.86	\$2.91
HHAX - FDR Program Manager	Business Analyst-3	HHAX - FDR Program Manager/Business Analyst-3	127.59	0.00	0%	\$173.48	\$0.00	\$182.15	\$0.00	\$182.15	\$0.00	\$182.15	\$0.00
HHAX - FDR Analyst	Business Analyst-2	HHAX - FDR Analyst/Business Analyst-2	98.21	1.00	2%	\$133.44	\$7.67	\$140.12	\$7.80	\$140.12	\$7.80	\$140.12	\$7.80
NON - IT Roles													
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Accenture
Inflator/ Deflator
6.40%

HHAX
Inflator/ Deflator
5.00%

Accenture State Healthcare Service



Final

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All-Inclusive Hourly Labor Rates												
				0%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
				0%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Composite Rate			50.00	100%		\$112.67		\$118.95		\$118.95		\$118.95

Accenture State Healthcare Services



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Alternative Device Pricing

The analysis of the Respondent's Alternative Device Pricing including, but not limited to:

1. A detailed explanation and calculation of each Alternative Device Pricing component.
2. The method of calculation.
3. The source of the costs.

Detailed Analysis of Alternative Device Pricing

Alternative devices (AD) are billed by manufacturer at the point of shipment. No on-going maintenance fees based on agreement with manufacturer.

There is \$2.00 flat rate shipping cost per device is included as passthrough for all ADs.

Base Proposal included 25,000 alternative devices during Transition Phase and 12,500 per year during Operational Phase.

Initial price for each device is \$8.86 with 5% cost inflator applied on annual basis between operational year 2-4.

Actual costs for devices will be invoiced, until the total amount provided in this pricing workbook for the entire contract (i.e., Transition plus Operations Years 1-4) is reached. It is possible that costs in some years are lower than in the pricing, while costs in other years are higher. Invoices will be paid until the total contract maximum is reached, at which time the Parties will need to amend the contract to make any further purchases.



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Non-SaaS Nonexpendable Capital Items Listing

Transition Period												
Transition - Total Quantity and Cost of Capital Item Listing by Type and Month of Acquisition												
Component and Equipment Category	Month 1		Month 2		Month 3		Month 4		Month 5		Transition Qty Sub-Total	Transition Cost Sub-Total
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
(Category 1)												
Desktop Computers												
Laptop Computers												
Network Printers												
Desktop Printers												
Portable Printers												
Software												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
(Category 2)												
Desks												
Chairs												
Conference Tables												
File Cabinets												
Modular Furniture												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
(Category 3)												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL CAPITAL COSTS		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -

Transition Period						
Transition - Lease/Amortization/Depreciation Expenses						
Component and Equipment Category	Month 1	Month 2	Month 3	Month 4	Month 5	Transition Depreciation Expense Sub-Total
Depreciation for Capitalized Fum. & Equip.						\$ -
Depreciation for Capitalized Software						\$ -
Operating Lease Payments						\$ -
Rental Payments						\$ -
Amortization of Lease Held Improvements						\$ -
Intercompany charges for prorata usage of information systems						\$ -
TOTAL DEPRECIATION EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



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Non-SaaS Nonexpendable Capital Items Listing

Operations Year 1																
Operations - Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition																
Component and Equipment Category	Month 6		Month 7		Month 8		Month 9		Month 10		Month 11		Month 12		Operational Year 1 Qty Sub-Total	Operational Year 1 Cost Sub-Total
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
(Category 1)																
Desktop Computers															-	\$ -
Laptop Computers															-	\$ -
Network Printers															-	\$ -
Desktop Printers															-	\$ -
Portable Printers															-	\$ -
Software															-	\$ -
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	-	\$ -
(Category 2)																
Desks															-	\$ -
Chairs															-	\$ -
Conference Tables															-	\$ -
File Cabinets															-	\$ -
Modular Furniture															-	\$ -
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	-	\$ -
(Category 3)																
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	-	\$ -
TOTAL		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	-	\$ -

Operations Year 1								
Operations - Lease/Amortization/Depreciation Expenses								
Component and Equipment Category	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Operation Depreciation Expense Sub-Total
Depreciation for Capitalized Fum. & Equip.								\$ -
Depreciation for Capitalized Software								\$ -
Operating Lease Payments								\$ -
Rental Payments								\$ -
Amortization of Lease Hold Improvements								\$ -
Intercompany charges for prorata share of real estate expenses								\$ -
TOTAL DEPRECIATION EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



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Non-SaaS Nonexpendable Capital Items Listing

Operations Year 2

Operations - Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition

Component and Equipment Category	Month 13		Month 14		Month 15		Month 16		Month 17		Month 18		Month 19		Month 20		Month 21		Month 22		Month 23		Month 24		Operational Year 2 Qty Sub-Total	Operational Year 2 Cost Sub-Total	
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost			
(Category 1)																											
Desktop Computers																								1.00	\$ 100.00	1.00	\$ 100.00
Laptop Computers																											
Network Printers																											
Desktop printers																											
Portable Printers																											
Software																											
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00	1.00	\$ 100.00	
(Category 2)																											
Desks																											
Chairs																											
Conference Tables																											
File Cabinets																											
Modular Furniture																											
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
(Category 3)																											
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	
TOTAL		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00	1.00	\$ 100.00	

Operations Year 2

Operations - Lease/Amortization/Depreciation Expenses

Component and Equipment Category	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Operation Depreciation Expense Sub-Total
Depreciation for Capitalized Fun. & Equip.													\$ -
Depreciation for Capitalized Software													\$ -
Operating Lease Payments													\$ -
Rental Payments													\$ -
Amortization of Lease Hold Improvements													\$ -
Intercompany charges for assets usable at multiple locations													\$ -
TOTAL DEPRECIATION EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



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Non-SaaS Nonexpendable Capital Items Listing

Operations Year 3

Operations - Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition

Component and Equipment Category	Month 25		Month 26		Month 27		Month 28		Month 29		Month 30		Month 31		Month 32		Month 33		Month 34		Month 35		Month 36		Operational Year 3 Qty Sub-Total	Operational Year 3 Cost Sub-Total		
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost				
(Category 1)																												
Desktop Computers																								1.00	\$ 100.00	1.00	\$ 100.00	
Laptop Computers																												
Network Printers																												
Desktop printers																												
Portable Printers																												
Software																												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00	1.00	\$ 100.00
(Category 2)																												
Desks																												
Chairs																												
Conference Tables																												
File Cabinets																												
Modular Furniture																												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
(Category 3)																												
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00	1.00	\$ 100.00

Operations Year 3

Operations - Lease/Amortization/Depreciation Expenses

Component and Equipment Category	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36	Operation Depreciation Expense Sub-Total
Depreciation for Capitalized Fum. & Equip.													\$ -
Depreciation for Capitalized Software													\$ -
Operating Lease Payments													\$ -
Rental Payments													\$ -
Amortization of Lease Hold Intangibles													\$ -
Intercompany charges for private lease of information systems													\$ -
TOTAL DEPRECIATION EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



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Non-SaaS Nonexpendable Capital Items Listing

Operations Year 4																										
Operations - Total Quantity and Cost of Capital Equipment Listing by Type and Month of Acquisition																										
Component and Equipment Category	Month 37		Month 38		Month 39		Month 40		Month 41		Month 42		Month 43		Month 44		Month 45		Month 46		Month 47		Month 48		Operational Year 4 Qty Sub-Total	Operational Year 4 Cost Sub-Total
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		
(Category 1)																										
Desktop Computers																									1.00	\$ 100.00
Laptop Computers																										
Network Printers																										
Desktop Printers																										
Portable Printers																										
Software																										
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00
(Category 2)																										
Desks																										
Chairs																										
Conference Tables																										
File Cabinets																										
Modular Furniture																										
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
(Category 3)																										
Sub-Total		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 100.00

Operations Year 4													
Operations - Lease/Amortization/Depreciation Expenses													
Component and Equipment Category	Month 37	Month 38	Month 39	Month 40	Month 41	Month 42	Month 43	Month 44	Month 45	Month 46	Month 47	Month 48	Operation Depreciation Expense Sub-Total
	Depreciation for Capitalized Fum. & Equip.												
Depreciation for Capitalized Software													\$ -
Operating Lease Payments													\$ -
Rental Payments													\$ -
Amortization of Lease Hold Intangibles													\$ -
Intercompany charges for prorated usage of mainframe systems													\$ -
TOTAL DEPRECIATION EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Accenture State Healthcare Services



Texas Health and Human Services Commission
HHSC Contract No. HHS001105500001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

FINAL

Proposed State and Local Taxes

Provide the projected state and local taxes, including Texas franchise taxes, to be paid in Texas by the Contractor and all proposed subcontractors during the entire Contract term, including the Optional Extension years.

Detailed Analysis of Proposed State and Local Taxes

Except for certain telecom charges and hotel, airline and sales taxes expended specifically for the Agreement, the current Accenture scope is considered non-taxable at the state and local level.



Final

Direct and Indirect Rates Analysis

Proposed Indirect Rate(s) Analysis

The analysis of each of the Respondent's indirect rates including, but not limited to:

1. A detailed explanation and calculation of each indirect rate proposed.
2. The calculation methodology for each rate.
3. The source of the costs included in each indirect rate.
4. The methodology of allocating the costs included in each indirect rate.
5. The Respondent's internal lines of business and business segments included in each indirect rate.
6. An analysis of the impact the award would have on the Respondent's current indirect rate(s).
7. Respondents must provide a detailed listing of the types of support services that will be provided by the Respondent's home office and are included in each applicable Indirect Rate. Respondents must also provide a detailed listing of the types of support services that will be provided with any support expenses that will be paid by the Respondent's home office and are included in each applicable Indirect Rate.

Proposed Indirect Rate(s)	Provide a detailed analysis and calculation of any proposed indirect rate(s) included on the Budget Detail Summary worksheet. The analysis and calculation must contain sufficient detail to provide HHSC a complete understanding of each indirect rate.
33.10%	ASHS will report indirect costs to reflect a variety of overhead costs required as an ongoing business concern. These costs include corporate costs, such as training not required by the contract scope of services, career development, and compliance, that enable employees to perform certain types of work, both from a functional perspective, such as a specific technology, and from an industry perspective, such as a specific state government service like Medicaid. These costs also include corporate administration functions that support corporate-level activities related to subcontracting and purchasing, like buyers, procurement systems, price negotiators, and corporate administrators. These costs also include general and administrative costs to pay for individuals that support corporate controllership, tax, treasury, the c-suite, office staff, etc.
13.47%	Common support will include costs related to employee payroll distribution, employee security, data protection, and employee technology services, such as enablement portals. Common Support: Total Salaries + Fringe multiplied by the Common Support Rate

Proposed Employee Benefits/Fringe Benefits Rate Analysis

The Respondent must submit either a copy of the materials describing the employee benefits description as given to each employee, or a detailed description of the type of employee benefit, fringe benefit, and bonus arrangement offered to the Respondent's employees.

The analysis must contain sufficient detail and calculation to provide HHSC a complete understanding of the Respondent's fringe benefit rate, including but not limited to the following:

1. The fringe benefit rate proposed by the Respondent for the contract, including the rate applicable for the Transition and Operations periods.
2. A description of how these benefits and bonuses would be directly or indirectly charged and included in the amounts shown in the Respondent total Cost Proposal.
3. A description of any other type of expenses that are included in the employee benefits, fringe benefits, and bonus calculation(s) that would not normally appear in the materials provided to each employee describing employee benefits (i.e. are staff turnover elements included in this calculation?, are non-productive staff time included in this calculation?, etc.).
4. The analysis must also clearly indicate whether holidays, vacation, and sick leave are included as part of an employee's base salary or as part of the proposed fringe benefit rate.
5. Respondent must provide a single rate applicable for all employee types across all contract years including Extension years.

Proposed Benefit/Fringe Benefits Rate	Provide a detailed analysis and calculation of any proposed Employee Benefits/Fringe Benefits Rate included on the Budget Detail Summary worksheet. The analysis and calculation must contain sufficient detail to provide HHSC a complete understanding of each indirect rate.
39.82%	Fringe benefits will include costs for payroll tax, retirement, health insurance, worker's compensation, bonus, and other employee benefits. Fringe Benefits: Total Salaries multiplied by the Fringe Benefits Rate

Proposed Administrative Service Fee Rate

The Respondent must provide a detailed analysis of the proposed Administrative Service Fee percentage used in the Cost Proposal. This percentage will apply to the proposed contract and any amendments executed to incorporate periodic and/or recurring new services and/or deliverables to the contract.

Proposed Administrative Service Fee Rate	Provide a detailed analysis and calculation of any proposed Administrative Service Fee Rate included on the Budget Detail Summary worksheet. The analysis and calculation must contain sufficient detail to provide HHSC a complete understanding of each indirect rate.
15.4000%	ASHS's Administrative Service Fee reflects the overall complexity, risk, variability, and value delivered by the contract. This contract is highly complex and carries significant risk: The services supported by the contract cover critical Medicaid and State Health programs that impact a significant number of lives and represent a significant portion of Federal and State expenditures, The contract holds us to strict service level agreements with stated liquidated damages for failure to perform, The potential for substantial additional liabilities is significant. This contract delivers exceptional value to the State of Texas in the following ways: Provides the lowest risk solution for the State with no disruption of service Provides efficient and effective outcome-based business services and technology solutions Provides for a culture of continuous innovation and improvement Provides unhindered and distinctive visibility, insight, and transparency



Texas Health and Human Services Commission
HHSC Contract No. HHS00110550001
Electronic Verification Visit (EVV) System Management Services
Attachment A-1 Final Pricing Workbook

Final

DIR not to exceed Rates for IT categories

SL No	Category	ITSAC Descriptions	Title	LEVEL - NTE RATES -				Last Updated - 6/15/2021	Special Level
				Intern 1	Intern 2	Intern 3	1		
1	Applications/Software Development	DevOps Engineer		36.976896	55.465344	73.953792	92.44224	121.8624	166.848
2	Applications/Software Development	Systems Analyst		39.2832	58.9248	78.5664	98.208	119.2031077	144.2374154
3	Applications/Software Development	Applications Architect		34.535424	51.803136	69.070848	86.33856	106.8352	149.50848
4	Applications/Software Development	Business Analyst		34.31147077	51.46720615	68.62294154	85.77867692	98.208	127.58592
5	Applications/Software Development	Cloud Solutions Architect		46.472448	69.708672	92.944896	116.18112	137.36448	185.4336
6	Applications/Software Development	Artificial Intelligence/Machine Learning Engineer		38.463744	57.695616	76.927488	96.15936	117.46944	142.11648
7	Applications/Software Development	Developer/Programmer Analyst		20.40192	30.60288	40.80384	63.5	79	104.5
8	Applications/Software Development	Enterprise Architect		36.562944	54.844416	73.125888	91.40736	116.7936	151.536
9	Applications/Software Development	Enterprise Resource Planning (ERP) Business Analyst		25.352448	38.028672	50.704896	63.38112	75.45696	97.5328
10	Applications/Software Development	ERP Developer		29.255424	43.883136	58.510848	73.13856	87.77424	112.41088
11	Applications/Software Development	Mobile Applications Developer		36.562944	54.844416	73.125888	91.40736	115.80096	152.31744
12	Applications/Software Development	Technical Writer		18.686976	28.030464	37.373952	46.71744	56.060928	75.404416
13	Applications/Software Development	Digital Product Manager		40.617984	60.924928	81.235968	101.54496	121.85392	162.47104
14	Applications/Software Development	Software Engineer		28.84992	43.27488	57.69984	72.1248	86.54976	110.97472
15	Applications/Software Development	Software Developer		42.03326769	63.04990154	84.06653538	105.0831692	131.1237231	174.8115456
16	Applications/Software Development	Undefined Title							
17									
18	Data/Database Administration	Database Administrator		39.2832	58.9248	78.5664	98.208	119.2031077	144.2374154
19	Data/Database Administration	Data Analyst/Report Writer		21.94611692	32.91917538	43.89223385	54.86529231	65.83834077	87.81139923
20	Data/Database Administration	Database Architect		57.69496615	86.54244923	115.3899323	144.2374154	163.084864	191.931312
21	Data/Database Administration	Data Modeler		28.00552615	42.00828923	56.01105231	70.01381538	84.01657846	108.01934154
22	Data/Database Administration	Data Scientist (Big Data Engineer)		34.91867077	52.37800615	69.83734154	87.29667692	104.75601385	132.2154584
23	Data/Database Administration	Business Intelligence Analyst		23.64221538	35.46332008	47.28443077	59.10553846	70.92664315	92.74774784
24	Data/Database Administration	Undefined Title							
25									
26	Web Development	Front-End Web Developer/Web Designer		17.15756308	25.73634462	34.31512615	42.89390769	51.47271538	60.05153082
27	Web Development	Web Developer		20.36333538	30.54500308	40.72667077	50.90833846	61.09000615	71.27167484
28	Web Development	Senior Web Developer		31.91110154	47.8665231	63.82202308	79.7775385	95.72907708	121.6845154
29	Web Development	Web Administrator		34.31147077	51.46720615	68.62294154	85.77867692	98.208	119.2031077
30	Web Development	Undefined Title							
31									
32	Quality Assurance (QA) and Testing	QA Engineer Automated		24.03171692	36.04757538	48.06343385	60.07929231	72.09514478	84.11100325
33	Quality Assurance (QA) and Testing	QA/Test Manager		29.61308308	44.41962462	59.22616615	74.03270769	88.84021538	103.64776923
34	Quality Assurance (QA) and Testing	QA Associate/Analyst		19.58514462	29.37771692	39.17028923	48.96286154	58.75501385	68.54716615
35	Quality Assurance (QA) and Testing	Undefined Title							
36									
37	Networking/Telecommunications	Network Engineer		23.40177231	35.10265846	46.80354462	58.50443077	70.20531692	81.90620308
38	Networking/Telecommunications	Wireless Network Engineer		21.12	31.68	42.24	52.8	63.36	73.92
39	Networking/Telecommunications	Network Administrator		34.31147077	51.46720615	68.62294154	85.77867692	98.208	119.2031077
40	Networking/Telecommunications	Telecommunications Manager		29.26541538	43.89812308	58.53083077	73.16353846	87.79719231	102.430864
41	Networking/Telecommunications	Telecommunications Technician		29.96928	44.95392	59.93856	74.9232	89.89696	104.870864
42	Networking/Telecommunications	Network Operations Center (NOC) Technician		16.67870769	25.01806154	33.35741538	41.69676923	50.03613082	58.37548515
43	Networking/Telecommunications	Undefined Title							
44									
45	Security	Data Security Analyst		36.71346462	55.07016992	73.42692923	91.78366154	105.0831692	131.1237231
46	Security	Security Administrator		20.87427692	31.31116615	41.74403385	52.17696923	62.60993846	73.04286154
47	Security	Network Security Analyst		42.03326769	63.04990154	84.06653538	105.0831692	131.1237231	158.6599385
48	Security	Network Security Engineer		26.44914462	39.67931692	52.89828923	66.12286154	79.34701385	92.56616615
49	Security	Information Security Manager		41.888	62.832	83.776	104.72	125.664	146.608
50	Security	IT Auditor		36.71346462	55.07016992	73.42692923	91.78366154	105.0831692	131.1237231
51	Security	Undefined Title							
52									
53	Project Management	Project Manager		39.2832	58.9248	78.5664	98.208	119.2031077	144.2374154
54	Project Management	Project Lead		35.35488	53.03232	70.70976	88.3872	106.06464	123.74208
55	Project Management	Program Manager		41.040384	61.560576	82.080768	102.60096	123.121152	143.641344
56	Project Management	Agile Scrum Master		27.31019077	40.96528615	54.62038154	68.27547692	81.93057231	95.585664
57	Project Management	Agile Coach		30.50337231	45.75505846	61.00674462	76.25843077	91.41191692	106.61553082
58	Project Management	Undefined Title							
59									
60	Technical Services, Help Desk and Operations	Support Technician		15.82578462	23.73867692	31.65156923	39.56446154	47.47740385	55.39030462
61	Technical Services, Help Desk and Operations	Help Desk		14.83070769	22.24806154	29.66514538	37.07676923	44.48753385	51.90003846
62	Technical Services, Help Desk and Operations	Business Continuity Analyst		42.03326769	63.04990154	84.06653538	105.0831692	131.1237231	158.6599385
63	Technical Services, Help Desk and Operations	Product Support Analyst		18.44913231	27.67369846	36.89826462	46.12283077	55.34701385	64.57616615
64	Technical Services, Help Desk and Operations	Site Reliability Engineer		30	45	60	75	90	105
65	Technical Services, Help Desk and Operations	Instructor Trainer		23.32825846	34.99238769	46.65651692	58.32064615	70.00078462	81.67092308
66	Technical Services, Help Desk and Operations	Undefined Title							
67									
68	Information Technology Services Management (ITSM Operations)	Change Management Manager/Organizational Change Management (OCM)		24.64460308	36.96690462	49.28920615	61.61150769	73.93301385	86.25531692
69	Information Technology Services Management (ITSM Operations)	Process Improvement Manager		24.35095385	36.52643077	48.70190769	60.87738462	73.05878692	85.23428154
70	Information Technology Services Management (ITSM Operations)	Undefined Title							
71									
72	IT Marketing	Communications Coordinator		15.71734154	23.57601231	31.43468308	39.29335385	47.15201692	55.01066923
73	IT Marketing	Customer Relationship Management (CRM)		19.50797538	29.26196308	39.01598077	48.76993846	58.52988692	68.28984154
74	IT Marketing	Digital Marketing Analyst		18.38496	27.57744	36.76992	45.9624	55.15488	64.34884
75	IT Marketing	Web Content Technician/Manager		17.86241231	26.49361846	35.32482462	44.15603077	53.00707692	61.84017538
76	IT Marketing	Undefined Title							
77									
78	Information Technology Contracting and Procurement	IT Contract Manager		28.00838923	42.01255385	56.01673846	70.02092308	84.02511692	98.02931154
79	Information Technology Contracting and Procurement	IT Contract Contracts Administrator/Technician		22.581504	33.872256	45.163008	56.45376	67.744512	79.035024
80	Information Technology Contracting and Procurement	IT Procurement Technician		26.17620923	39.26431385	52.35241846	65.44052308	78.53062769	91.62074154
81	Information Technology Contracting and Procurement	Undefined Title							



TEXAS
Health and Human Services

**Attachment M:
Fee Schedule**



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-01

Final

Total Transition Fees

By Key Milestones		Transition Milestones	Transition - Business Rules 10.0 Implementation - Supplemental Services Plan	Non-Pass-through Expenses	Total Transition Fee Schedule
1	TRA_Transition Milestone 1	\$ 38,259.98		\$ 383,563.92	\$ 421,823.90
2	TRA_Transition Milestone 2	\$ 53,022.49			\$ 53,022.49
3	TRA_Transition Milestone 3	\$ 70,161.95			\$ 70,161.95
4	TRA_Transition Milestone 4	\$ 44,729.91			\$ 44,729.91
5	TRA_Transition Milestone 5	\$ 185,434.43	\$ 396,899.19	\$ 383,563.92	\$ 965,897.54
6	TRA_Transition Milestone 6	\$ 243,529.66			\$ 243,529.66
7	TRA_Transition Milestone 7	\$ 38,752.51			\$ 38,752.51
8	TRA_Transition Milestone 8	\$ 1,035,101.56			\$ 1,035,101.56
9	Solution Formal Acceptance by HHSC	\$ 301,586.91	\$ 70,041.03	\$ 135,375.50	\$ 507,003.45
Pass through Alternative Device Expenses					\$ 50,000.00
Total Transition Fees		\$ 2,010,579.41	\$466,940.23	\$902,503.34	\$ 3,430,022.98



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees								
Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 2	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 3	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 4	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 5	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 6	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Operations Month 7	Operational Contract Year 1	\$ 181,586	\$ 72,281	\$ 10,465	\$ 1,659,828	\$ 51,438	\$ (15,923)	\$ 1,959,674
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 14,583		\$ (118)	\$ 14,466
Total Operations Fees (Contract Year 1)		\$ 1,271,100	\$ 505,968	\$ 73,256	\$ 11,633,378	\$ 360,065	\$ (111,581)	\$ 13,732,187

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 1 begins upon HHSC acceptance of the contractor solution. Operations shall not exceed 7 months in Operational Contract Year 1.

Operational Contract Year 1: Operations Month 1 - Operations Month 7
7 Months

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 2	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 3	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 4	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 5	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 6	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 7	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 8	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 9	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 10	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 11	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Operations Month 12	Operational Contract Year 2	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,582,736	\$ 35,747	\$ (14,659)	\$ 1,804,084
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 2,500		\$ (20)	\$ 2,480
Total Operations Fees (Contract Year 2)		\$ 1,394,708	\$ 610,784	\$ 397,635	\$ 18,995,327	\$ 428,959	\$ (175,929)	\$ 21,651,484

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 2 will be 12 months from the Contract Effective Date.

Operational Contract Year 2: Operations Month 1 - Operations Month 12
12 Months



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 2	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 3	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 4	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 5	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 6	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 7	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 8	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 9	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 10	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 11	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Operations Month 12	Operational Contract Year 3	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,514,704	\$ 37,534	\$ (14,125)	\$ 1,738,373
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 2,500		\$ (20)	\$ 2,480
Total Operations Fees (Contract Year 3)		\$ 1,394,708	\$ 610,784	\$ 397,635	\$ 18,178,942	\$ 450,407	\$ (169,522)	\$ 20,862,955

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 3 will be 24 months from the Contract Effective Date.

**Operational Contract Year 3: Operations Month 1 - Operations Month 12
12 Months**

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 2	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 3	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 4	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 5	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 6	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 7	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 8	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 9	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 10	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 11	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Operations Month 12	Operational Contract Year 4	\$ 116,226	\$ 50,899	\$ 33,136	\$ 1,565,418	\$ 39,411	\$ (14,549)	\$ 1,790,541
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 2,500		\$ (20)	\$ 2,480
Total Operations Fees (Contract Year 4)		\$ 1,394,708	\$ 610,784	\$ 397,635	\$ 18,787,520	\$ 472,928	\$ (174,608)	\$ 21,488,966

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.
³ Operations Month 1 for Operational Contract Year 4 will be 36 months from the Contract Effective Date.

Operational Contract Year 4: Operations Month 1 - Operations Month 12
12 Months



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 2	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 3	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 4	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 5	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 6	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 7	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 8	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 9	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 10	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 11	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Operations Month 12	Operational Contract Year 5	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,643,689	\$ 40,820	\$ (15,295)	\$ 1,882,292
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 2,500		\$ (20)	\$ 2,480
Total Operations Fees (Contract Year 5)		\$ 1,483,969	\$ 649,875	\$ 423,084	\$ 19,726,771	\$ 489,841	\$ (183,555)	\$ 22,589,984

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 5 will be 48 months from the Contract Effective Date.

Operational Contract Year 5: Operations Month 1 - Operations Month 12
12 Months

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 2	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 3	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 4	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 5	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 6	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 7	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 8	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 9	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 10	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 11	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Operations Month 12	Operational Contract Year 6	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,699,602	\$ 42,300	\$ (15,757)	\$ 1,939,222
Non-Pass Through Alternative Device Expenses					\$ -		\$ -	\$ -
Pass through Alternative Device Expenses					\$ 2,500		\$ (20)	\$ 2,480
Total Operations Fees (Contract Year 6)		\$ 1,483,969	\$ 649,875	\$ 423,084	\$ 20,397,727	\$ 507,600	\$ (189,106)	\$ 23,273,149

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 6 will be 60 months from the Contract Effective Date.

Operational Contract Year 6: Operations Month 1 - Operations Month 12
12 Months



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-02

Final

Total Operations Fees

Month ³	Contract Period	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount ²	Total
Operations Month 1	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 2	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 3	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 4	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 5	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 6	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 7	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 8	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 9	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 10	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 11	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999
Operations Month 12	Operational Contract Year 7	\$ 123,664	\$ 54,156	\$ 35,257	\$ 1,758,311	\$ 43,854	\$ (16,243)	\$ 1,998,999

Non-Pass Through Alternative Device Expenses	\$	-	\$	-	\$	-
Pass through Alternative Device Expenses	\$	2,500	\$	(20)	\$	2,480

Total Operations Fees (Contract Year 7)	\$	1,483,969	\$	649,875	\$	423,084	\$	21,102,231	\$	526,248	\$	(194,934)	\$	23,990,472
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¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.

³ Operations Month 1 for Operational Contract Year 7 will be 72 months from the Contract Effective Date.

Operational Contract Year 7: Operations Month 1 - Operations Month 12
12 Months

	General Operations	State Pool System Management and Oversight	Proprietary System Management and Oversight	Variable State Pool System Operations Fees ¹	Non-Pass-through Expenses excluding Alternative Devices	Early Payment Discount	TOTAL
Grand Total Operations Fees (Contract Years 1-7)	\$ 9,907,131	\$ 4,287,945	\$ 2,535,413	\$ 128,821,895	\$ 3,236,048	\$ (1,199,235)	\$ 147,589,197

¹ Variable State Pool System Operations Fees are provided in this schedule at the baseline volumes. Changes up or down in volume could result in different prices, as identified on tab M-03 Variable SPO Fees.

² Early Payment Discount only applies when HHSC pays CONTRACTOR within 20 days of receiving the invoice.



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-03

Final

Variable State Pool System Operations Fees

Tier Rate Structure	State Pool System Transaction Volume (By Month)		Total Variable State Pool System Operations Fees by Month			
			Total Operational Year 1 (Monthly Price)	Total Operational Year 2 (Monthly Price)	Total Operational Year 3 (Monthly Price)	Total Operational Year 4 (Monthly Price)
Reprice	Less than 3,000,000					
Tier 1	3,000,000	3,999,999	\$ 1,348,587	\$ 1,292,109	\$ 1,211,162	\$ 1,248,315
Tier 2	4,000,000	4,999,999	\$ 1,496,753	\$ 1,429,922	\$ 1,355,461	\$ 1,399,426
Tier 3	5,000,000	5,999,999	\$ 1,597,981	\$ 1,524,265	\$ 1,454,118	\$ 1,502,611
Tier 4	6,000,000	6,999,999	\$ 1,646,533	\$ 1,569,826	\$ 1,501,552	\$ 1,552,013
Tier Baseline	7,000,000	7,999,999	\$ 1,659,828	\$ 1,582,736	\$ 1,514,704	\$ 1,565,418
Tier 6	8,000,000	8,999,999	\$ 1,831,359	\$ 1,742,187	\$ 1,681,723	\$ 1,740,385
Tier 7	9,000,000	9,999,999	\$ 2,002,995	\$ 1,901,735	\$ 1,848,845	\$ 1,915,459
Reprice	More than 9,999,999					

Tier Rate Structure	State Pool System Transaction Volumes (By Month)		Total Variable State Pool System Operations Fees by Month		
			Total Operational Year 5 (Monthly Price)	Total Operational Year 6 (Monthly Price)	Total Operational Year 7 (Monthly Price)
Reprice	Less than 3,000,000				
Tier 1	3,000,000	3,999,999	\$ 1,310,731	\$ 1,351,693	\$ 1,394,703
Tier 2	4,000,000	4,999,999	\$ 1,469,397	\$ 1,517,868	\$ 1,568,763
Tier 3	5,000,000	5,999,999	\$ 1,577,742	\$ 1,631,206	\$ 1,687,343
Tier 4	6,000,000	6,999,999	\$ 1,629,614	\$ 1,685,248	\$ 1,743,663
Tier Baseline	7,000,000	7,999,999	\$ 1,643,689	\$ 1,699,602	\$ 1,758,311
Tier 6	8,000,000	8,999,999	\$ 1,827,404	\$ 1,892,079	\$ 1,959,987
Tier 7	9,000,000	9,999,999	\$ 2,011,231	\$ 2,084,673	\$ 2,161,787
Reprice	More than 9,999,999				



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001
Attachment M-03

Final

Variable State Pool System Operations Fees

Variable State Pool System Hosting/IVR Fees by Month				
Hosting / IVR Adjustments by Tier	Hosting/IVR Year 1 (Monthly Price)	Hosting/IVR Year 2 (Monthly Price)	Hosting/IVR Year 3 (Monthly Price)	Hosting/IVR Year 4 (Monthly Price)
73.26%	\$ 764,166	\$ 707,688	\$ 743,073	\$ 780,226
86.69%	\$ 904,253	\$ 837,421	\$ 879,292	\$ 923,257
95.62%	\$ 997,400	\$ 923,685	\$ 969,869	\$ 1,018,362
99.50%	\$ 1,037,872	\$ 961,165	\$ 1,009,224	\$ 1,059,685
100.00%	\$ 1,043,088	\$ 965,995	\$ 1,014,295	\$ 1,065,010
115.67%	\$ 1,206,539	\$ 1,117,367	\$ 1,173,235	\$ 1,231,897
131.35%	\$ 1,370,096	\$ 1,268,835	\$ 1,332,277	\$ 1,398,891

Variable State Pool System FTE Resources Fees by Month			
Resources Year 1 (Monthly Price)	Resources Year 2 (Monthly Price)	Resources Year 3 (Monthly Price)	Resources Year 4 (Monthly Price)
\$ 584,421	\$ 584,421	\$ 468,089	\$ 468,089
\$ 592,501	\$ 592,501	\$ 476,169	\$ 476,169
\$ 600,581	\$ 600,581	\$ 484,249	\$ 484,249
\$ 608,660	\$ 608,660	\$ 492,329	\$ 492,329
\$ 616,740	\$ 616,740	\$ 500,408	\$ 500,408
\$ 624,820	\$ 624,820	\$ 508,488	\$ 508,488
\$ 632,900	\$ 632,900	\$ 516,568	\$ 516,568

Variable State Pool System Hosting/IVR Fees by Month			
Hosting / IVR Adjustments by Tier	Hosting/IVR Year 5 (Monthly Price)	Hosting/IVR Year 6 (Monthly Price)	Hosting/IVR Year 7 (Monthly Price)
73.26%	\$ 819,238	\$ 860,199	\$ 903,209
86.69%	\$ 969,420	\$ 1,017,891	\$ 1,068,785
95.62%	\$ 1,069,281	\$ 1,122,745	\$ 1,178,882
99.50%	\$ 1,112,669	\$ 1,168,303	\$ 1,226,718
100.00%	\$ 1,118,260	\$ 1,174,173	\$ 1,232,882
115.67%	\$ 1,293,492	\$ 1,358,166	\$ 1,426,075
131.35%	\$ 1,468,835	\$ 1,542,277	\$ 1,619,391

Variable State Pool System FTE Resources Fees by Month		
Resources Year 5 (Monthly Price)	Resources Year 6 (Monthly Price)	Resources Year 7 (Monthly Price)
\$ 491,494	\$ 491,494	\$ 491,494
\$ 499,977	\$ 499,977	\$ 499,977
\$ 508,461	\$ 508,461	\$ 508,461
\$ 516,945	\$ 516,945	\$ 516,945
\$ 525,429	\$ 525,429	\$ 525,429
\$ 533,913	\$ 533,913	\$ 533,913
\$ 542,396	\$ 542,396	\$ 542,396



Texas Health and Human Services Commission
Electronic Verification Visit (EVV) System Management Services
HHSC Contract No. HHS001105500001

Attachment M-04

Final

Contractor Rates

All-Inclusive Hourly Rates for Contractor		Base Term	Extension 1	Extension 2	Extension 3
RFO Resource Role	DIR IT Role Classification - Title	Hourly Rate Year 1-4	Hourly Rate Year 5	Hourly Rate Year 6	Hourly Rate Year 7
Project Manager	Project Manager-3	\$127.80	\$135.98	\$135.98	\$135.98
Associate Manager	Project Lead-2	\$110.74	\$117.83	\$117.83	\$117.83
SPS Ops & PSO Support Lead	Support Technician-3	\$82.39	\$87.66	\$87.66	\$87.66
PMO Agent	Project Lead-2	\$127.80	\$135.98	\$135.98	\$135.98
PMO Support	Project Lead-1	\$96.86	\$103.06	\$103.06	\$103.06
SPS Ops Support Sr. Agent	Support Technician-2	\$101.88	\$108.40	\$108.40	\$108.40
SPS Ops Support Agent	Support Technician-1	\$75.30	\$80.12	\$80.12	\$80.12
PSO Support Lead	Support Technician-2	\$84.16	\$89.55	\$89.55	\$89.55
PSO Support	Support Technician-1	\$70.87	\$75.41	\$75.41	\$75.41
Program Manager	Program Manager-3	\$290.26	\$308.84	\$308.84	\$308.84
Transition Lead	Project Lead-3	\$185.64	\$197.52	\$197.52	\$197.52
Solution Architect	Applications Architect-3	\$217.05	\$230.94	\$230.94	\$230.94
Systems Lead	Systems Analyst-3	\$185.64	\$197.52	\$197.52	\$197.52
Tech BA	Business Analyst-2	\$239.20	\$254.51	\$254.51	\$254.51
Tech Dev	Software Developer-2	\$143.97	\$153.18	\$153.18	\$153.18
PMO Oversight	Project Lead-2	\$143.97	\$153.18	\$153.18	\$153.18
HHAX - Integration Analyst	Business Analyst-1	\$76.27	\$80.08	\$80.08	\$80.08
HHAX - Implementation Specialist	Business Analyst-2	\$101.31	\$106.37	\$106.37	\$106.37
HHAX - Sr. Implementation Specialist	Business Analyst-2	\$111.53	\$117.11	\$117.11	\$117.11
HHAX - Integration Manager	Business Analyst-3	\$120.37	\$126.38	\$126.38	\$126.38
HHAX - Lead Integration Specialist	Business Analyst-3	\$154.05	\$161.75	\$161.75	\$161.75
HHAX - EDI Specialist	Data Analyst/Report Writer-2	\$101.31	\$106.37	\$106.37	\$106.37
HHAX - Project Manager	Project Manager -2	\$133.50	\$140.18	\$140.18	\$140.18
HHAX - Senior Director Implementation	Program Manager-3	\$205.05	\$215.30	\$215.30	\$215.30
HHAX - Revenue Cycle Operations Specialist	Business Analyst-1	\$70.73	\$74.26	\$74.26	\$74.26
HHAX - Revenue Cycle Operations Analyst	Business Analyst-2	\$77.72	\$81.60	\$81.60	\$81.60
HHAX - Revenue Cycle Operations Lead	Business Analyst-3	\$89.13	\$93.59	\$93.59	\$93.59
HHAX - System Lead	Project Lead-2	\$173.48	\$182.15	\$182.15	\$182.15
HHAX - Senior UAT Specialist	QA Engineer Automated-2	\$89.55	\$94.02	\$94.02	\$94.02
HHAX - Software Engineer	Software Engineer-2	\$113.96	\$119.66	\$119.66	\$119.66
HHAX - Senior Software Engineer	Software Engineer-3	\$132.37	\$138.99	\$138.99	\$138.99
HHAX - Lead Software Engineer	Software Engineer-3	\$163.47	\$171.64	\$171.64	\$171.64
HHAX - Software Engineering Manager	Software Engineer-3	\$193.05	\$202.70	\$202.70	\$202.70
HHAX - Sr. Software Developer	Software Developer-3	\$161.09	\$169.15	\$169.15	\$169.15
HHAX - Lead Software Architect	Cloud Solutions Architect-3	\$223.59	\$234.77	\$234.77	\$234.77
HHAX - Data Specialist	Data Analyst/Report Writer-3	\$160.13	\$168.14	\$168.14	\$168.14
HHAX - Software Engineer	DevOps Engineer-2	\$160.13	\$168.14	\$168.14	\$168.14
HHAX - Business Analyst	Systems Analyst-2	\$160.13	\$168.14	\$168.14	\$168.14
HHAX - Compliance Officer	Information Security Manager-3	\$186.82	\$196.16	\$196.16	\$196.16
0	0	\$0.00	\$0.00	\$0.00	\$0.00
HHAX - Training/Adoption Specialist	Instructor Trainer-1	\$87.11	\$91.47	\$91.47	\$91.47
HHAX - Senior Training/Adoption Specialist	Instructor Trainer-2	\$113.21	\$118.87	\$118.87	\$118.87
HHAX - VP Content & Education	Instructor Trainer-3	\$113.21	\$118.87	\$118.87	\$118.87
HHAX - Client Solutions Manager	Business Continuity Analyst-1	\$126.77	\$133.11	\$133.11	\$133.11
HHAX - Client Success Manager	Business Continuity Analyst-2	\$135.41	\$142.18	\$142.18	\$142.18
HHAX - Sr. Client Success Manager	Business Continuity Analyst-3	\$158.68	\$166.61	\$166.61	\$166.61
HHAX - Director of Client Success	Program Manager-2	\$164.59	\$172.81	\$172.81	\$172.81
HHAX - Client Success Specialist	Product Support Analyst-2	\$93.41	\$98.08	\$98.08	\$98.08
HHAX - Provider Experience Specialist	Product Support Analyst-2	\$93.41	\$98.08	\$98.08	\$98.08
HHAX - Client Support Representative	Help Desk - 1	\$53.87	\$56.56	\$56.56	\$56.56
HHAX - Client Support Specialist	Support Technician-2	\$62.41	\$65.53	\$65.53	\$65.53
HHAX - Support Team Lead	Support Technician-3	\$69.39	\$72.86	\$72.86	\$72.86
HHAX - FOB Program Manager	Business Analyst-3	\$173.48	\$182.15	\$182.15	\$182.15
HHAX - FP&A Analyst	Business Analyst-2	\$133.44	\$140.12	\$140.12	\$140.12

**Accenture
Inflator/ Deflator**
6.40%

**HHAX
Inflator/ Deflator**
5.00%



**Electronic Visit Verification (EVV)
State Pool System Operator Business Rules v10.0**
Published Date: December 19, 2022
Effective Date: August 1, 2023

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EVV State Pool System Operator Compliance and Processing Guidelines

This document outlines the set of standards that the EVV State Pool System Operator (SPSO) must adhere to as a condition of participation in the Texas Medicaid EVV Program. The standards cover the guidelines for business processes related to EVV, and compliance with them is critical to producing successful outcomes for the program.

The guidelines govern the system set up (onboarding) for new users, the documentation and verification of Services requiring EVV, the maintenance of the Visit data, and transmission of the data to the EVV Aggregator.

User Onboarding

Program Provider or FMSA Profile Set-Up and Data Elements Validation

Program provider or FMSA/System User Profile Set-up and Data Elements Validation	
PAO-3	EVV System must create a unique profile for each Program Provider or FMSA Business Unit containing the identification information from the EVV Master Provider web service. This includes distinct profiles for each type of System User and security access.
PAO-4	EVV System must electronically document identification data for each Program Provider or FMSA Business Unit through the EVV Master Provider web service described in Appendix D.
PAO-5	EVV System must validate identification data entered by the System User against the Texas Medicaid data using the EVV Master Provider web service. The EVV System must communicate an error to the System User for any required data elements that do not match and creation of the Program Provider or FMSA Business Unit profile must not occur until the System User corrects the errors. See Appendix D for details on EVV Master Provider web service.
PAO-6	EVV System must allow System Users with appropriate security access to initiate Program Provider or FMSA Business Unit profile updates. The EVV System must validate all updates initiated by the System User against the Texas Medicaid data as described in PAO-5.
PAO-7	EVV System must support auto-population of Texas Medicaid data presented from the EVV Master Provider web service, limiting the entry of data by the System User. The EVV System must not allow a System User to update required auto-populated fields. See Appendix D for details on EVV Master Provider web service.

Program provider or FMSA/System User Profile Set-up and Data Elements Validation	
PAO-30	<p>EVV System must allow the following relationships, at a minimum:</p> <ul style="list-style-type: none"> • A Program Provider or FMSA Business Unit can be associated with multiple Members. • A Program Provider or FMSA Business Unit can be associated with multiple Service Providers. • A Program Provider or FMSA Business Unit can be associated with multiple Subcontracted Providers. • A Subcontracted Provider can be associated with multiple Program Provider or FMSA Business Units. • A Program Provider or FMSA Business Unit can be associated with multiple CDS employers. • A CDS Employer can be associated with multiple Members. • A CDS Employer can be a Member. • A CDS Employer can be associated with multiple Service Providers.

Service Provider Profile Set-up and Data Elements Validation

Service Provider Profile Set-up and Data Elements Validation	
PAO-8	EVV System must create a unique profile for each Service Provider containing the Service Provider identification information listed in PAO-9 (at a minimum). This includes CDS Employees.
PAO-9	<p>EVV System must electronically document the following data elements for the Service Provider's identification information:</p> <ul style="list-style-type: none"> • Texas EVV Service Provider Identification Number • Legal Name (Last, First, MI) • Permanent address (Street, City, State, Zip+4) • Service Provider Discipline
PAO-10	EVV System must allow System Users with the appropriate security access to update Service Provider profiles.
PAO-32	<p>EVV System must allow the following relationships, at a minimum:</p> <ul style="list-style-type: none"> • A Service Provider can be associated with multiple Program Provider or FMSA Business Units. • A Service Provider can be associated with multiple CDS Employers. • A Service Provider can be associated with both Program Provider or FMSA Business Units and CDS Employers. • A Service Provider can be associated with multiple Members.

Member Profile and Data Elements Validation

Member Profile and Data Elements Validation	
PAO-14	EVV System must create a unique profile for each Member receiving Services containing the identification information listed in PAO-15 (at a minimum).
PAO-15	<p>EVV System must electronically document the following critical data elements for the Member's identification information:</p> <ul style="list-style-type: none"> • Texas Medicaid Identification Number • Legal Name (Last, First, MI)

Member Profile and Data Elements Validation	
	<ul style="list-style-type: none"> • Date of Birth • Medicaid Eligibility start date • Medicaid Eligibility end date • Managed Care Eligibility start date • Managed Care Eligibility end date • Member Home Address (Street, City, State, Zip+4) • Member phone number <p>Conditional data elements depending on selected electronic verification method(s):</p> <p>When the Member selects Landline method:</p> <ul style="list-style-type: none"> • Member Home Phone Landline Number • Member Alternate Phone Landline Number (if applicable) <p>When the Member selects Mobile method:</p> <ul style="list-style-type: none"> • Member Home Geo-Location (system assigned) <p>When the Member selects Alternative Device method:</p> <ul style="list-style-type: none"> • Member Alternative Device identifier
PAO-16	EVV System must validate Member data entered by the System User against Texas Medicaid data using the Medicaid Eligibility X12 270/271 transaction. The EVV System must communicate an error to the System User for any required data elements that do not match but must not prevent the creation of the Member profile. See Appendix E – Medicaid Eligibility Companion Guide for details on the X12 270/271 transaction.
PAO-17	EVV System must allow System Users with appropriate security access to initiate Member profile updates. The EVV System must validate all System User-initiated updates against Texas Medicaid data as described in PAO-16.
PAO-18	EVV System must support auto-population of Member data presented from the Medicaid Eligibility X12 270/271 transaction, limiting the entry of data by the System User. The EVV System must not allow the System User to update required auto-populated fields. See Appendix E – Medicaid Eligibility Companion Guide for details on the X12 270/271 transaction.
PAO-19	EVV System must allow the System User to document multiple clock in and clock out methods in a Member's profile.
PAO-33	EVV System must allow the following relationships, at a minimum: <ul style="list-style-type: none"> • A Member can be associated with multiple Program Provider or FMSA Business Units. • A Member can be associated with only one CDS Employer. • A Member can be associated with both Program Provider and FMSA Business Units, and a CDS Employer. • A Member can be associated with multiple Service Providers.
PAO-34	EVV System must allow a System User with the appropriate security access to adjust the Member Home Geo-location in the Member profile.
PAO-42	EVV System must allow a System User to assign required data for multiple Alternate Phone Landline Numbers to a Member's profile.

CDS Employer Profile and Data Elements Validation

CDS Employer Profile and Data Elements Validation	
PAO-36	EVV System must create a unique profile for each CDS Employer containing the identification information listed in PAO-37 (at a minimum).
PAO-37	EVV System must electronically document the following critical data elements for the CDS Employer's identification information: <ul style="list-style-type: none"> • CDS Employer EVV Identification Number • Legal Name (Last, First, MI) • Designated Representative, if applicable
PAO-31	EVV System must allow an FMSA to associate the Designated Representative (DR) to the CDS Employer profile, when indicated by the CDS Employer on CDS Form 1722 Employer's Selection for Electronic Visit Verification Responsibilities or Form 1720 Appointment of a Designated Representative. EVV System must allow the DR to perform all system actions on behalf of a CDS Employer. EVV System must adhere to HHSC EVV Policy regarding the CDS Employer's appointment of a DR.

EVV System Training

EVV System Training	
PAO-21	EVV SPSO must provide ongoing system training on an annual basis to Program Provider and FMSA agencies and their staff, CDS Employers, Contractor, and MES Administrator staff, HHSC employees and MCO staff. The training must include access to, and use of, a test environment where the EVV SPSO demonstrates full EVV System functionality.
PAO-22	EVV SPSO must provide complete and accurate system training to System Users, including CDS Employers and Service Providers, prior to allowing access to the EVV System for the first time.
PAO-24	EVV SPSO must provide system training to System Users including the following topics (at a minimum): <ul style="list-style-type: none"> • System access and log-on • Data entry and updates • Visit capture and validation • Device ordering and usage • Visit maintenance/updates to EVV Visit Transactions • Clock in and Clock out methods • Access and creation of reporting, as well as an overview of report usage • Customer Service (system troubleshooting, issue reporting, complaints, etc.) <p>Refer to EVV Training Requirements Checklists on the HHSC EVV website.</p>
PAO-25	EVV SPSO must provide training adhering to the accessibility standards contained in federal laws and regulations, including Americans With Disabilities Act and Section 508 of the Federal Rehabilitation Act. This includes making videos and other learning methodologies available as a presentation method for training materials/sessions.
PAO-26	EVV SPSO must provide training materials in English, Spanish, and other languages.
PAO-27	EVV SPSO must provide notice and training to System Users prior to the release of major system changes.

Third Party System Integration

Third Party System Integration	
PAO-28	EVV System must support integration with 3 rd Party Systems used to support other aspects of a Program Provider's or FMSA's business, including time tracking/payroll, and scheduling, allowing Program Providers and FMSAs to set up data exchange through an automated process. The EVV SPSO must provide this at no additional cost.
PAO-29	EVV Systems integrating with a 3 rd Party system must not accept EVV Visit data from the 3 rd Party system without HHSC approval. All other data received from a 3 rd Party System must adhere to data validation standards described in this document before the EVV System can accept the data.

Establishing Service*Service Authorization*

Service Authorization	
ESA-2	EVV System must request, receive, and store available electronic Fee for Service authorization data from the Prior Authorization web service using the standardized file format found in Appendix F. This activity must occur at least once daily.
ESA-3	EVV System must allow the System User to confirm Member Service Authorizations using the Service Authorization data received from the Prior Authorization web service. The EVV System must reject Service Authorizations that the System User has not confirmed, unless it matches what the System User created manually.
ESA-4	EVV System must alert System Users to changes in electronic Service Authorization data received from the Prior Authorization web service. See Appendix F for technical specifications.
ESA-15	EVV System must allow the System User to manually create a Service Authorization for a Member.
ESA-16	EVV System must validate manually entered Service Authorization data against existing profile data in the system.
ESA-17	EVV System must validate electronic Service Authorization data received from the Prior Authorization web service to ensure that the data format is correct, and that the EVV System received all required data elements. See Appendix F for technical specifications.

Schedules – No Schedule

ESA-9	EVV system must allow Service Providers to clock in and clock out for a Visit that the Service Provider delivers without a Schedule.
ESA-52	EVV System must allow a System User to manually document a Visit that the Service Provider delivered without a Schedule and did not use an electronic verification method to clock in or clock out.
ESA-53	If the System User does not choose a Schedule Type for a Member, then the EVV System must default the Schedule Type to No Schedule.
ESA-54	The EVV System must Auto-verify a Visit with no Schedule if no critical exceptions are present on the Visit. Refer to Appendix P for Auto-verification specifications.

Schedules – General

Schedules - General	
ESA-5	EVV System must alert the System User when the System User enters a Service Schedule without a supporting Service Authorization. The System User must acknowledge the alert to proceed with the Schedule creation or may cancel the action.
ESA-8	EVV System must provide a scheduling function, giving Program Providers, CDS Employers, DR (if applicable) and FMSAs (on behalf of CDS Employers) the option to enter and maintain any of the Schedule Types for planned Service delivery.
ESA-12	EVV System must alert the System User when the Service Provider on the Schedule does not have a complete Service Provider profile in the EVV System. The EVV System must not consider the Schedule complete until the System User has a complete Service Provider profile in the EVV system. .
ESA-13	EVV System must alert the System User when the Schedule does not match an existing or updated Service Authorization available in the EVV System. The System User must acknowledge the alert and may cancel or modify the schedule.
ESA-14	EVV System must have the ability to track and report EVV Visits that the System User scheduled but that the Service Provider did not deliver.
ESA-18	EVV System must allow the System User to choose any of the Schedule Types for each of the Member's services.
ESA-19	EVV System must allow the System User to choose only one Schedule Type per service per Member at a time.
ESA-20	The EVV System must allow the System User to create a Recurring Weekly Variable Schedule, Daily Variable Schedule, or Daily Fixed Schedule.
ESA-21	EVV System must alert the System User when a change in the Member's Schedule Type will cause the EVV System to delete all Member Schedules associated with the previous Schedule Type. The System User must acknowledge the alert to proceed with the change or may cancel the change.

Schedule Type – Daily Variable

Daily Variable Schedules	
ESA-22	EVV System must allow the System User to set up a Daily Variable Schedule for a specific Member, Service (HCPCS/Modifier), Service Provider, Service Delivery Location, Visit Duration and Visit Date.

HHSC EVV Business Rules

Daily Variable Schedules	
ESA-23	EVV System must match the Member, Service (HCPCS/Modifier) and Service Provider from a Visit to the specified data elements on the Daily Variable Schedule to Auto-verify the Visit. Refer to Appendix P for Auto-verification specifications.
ESA-24	EVV System must match the Visit date to the Scheduled Visit Date to Auto-verify the Visit for a Member on a Daily Variable Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-25	EVV System must match the Visit Duration within 7 minutes of the Scheduled Visit Duration to Auto-verify the Visit. Refer to Appendix P for Auto-verification specifications.
ESA-26	EVV System must match the Visit Duration to the Scheduled Visit Duration using the Call Matching Window to Auto-verify the Visit for a Member on a Daily Variable Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-27	EVV System must allow the System User to apply the Optional Expanded Time for Auto-verification feature by Member when using a Daily Variable Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-28	EVV System must allow the System User to apply the Optional Automatic Downward Adjustment feature by Member when using a Daily Variable Schedule. Refer to Appendix P for Auto-verification specifications.

Schedule Type – Weekly Variable

Weekly Variable Schedules	
ESA-29	EVV System must allow the System User to set up a Weekly Variable Schedule for a seven-calendar day period (Sunday through Saturday) for a specific Member, Service (HCPCS/Modifier), Service Provider and Service Delivery Location.
ESA-30	EVV System must allow the System User to select any Sunday as the Weekly Variable Schedule Begin Date for a Weekly Variable Schedule.
ESA-31	EVV System must allow the System User to set the Total Weekly Scheduled Hours equal to or less than 168 hours for the Weekly Variable Schedule.
ESA-32	EVV System must set the Weekly Variable Schedule End Date to be a Saturday that is six calendar days after the Weekly Variable Schedule Begin Date.
ESA-33	EVV System must allow the System User to delete a Weekly Variable Schedule at any point prior to the Auto-verification of a Visit against that Schedule.
ESA-34	EVV System must match the Member, Service (HCPCS/Modifier) and Service Provider data from a Visit to the specified data elements on the Weekly Variable Schedule to Auto-verify the Visit. Refer to Appendix P for Auto-verification specifications.
ESA-35	EVV System must Auto-verify a Visit for a Weekly Variable Schedule when the Visit Date is between the Weekly Variable Schedule Begin Date and the Weekly Variable Schedule End Date, and the Visit Duration does not exceed the Remaining Weekly Scheduled Hours.
ESA-36	EVV System must track and report the Remaining Weekly Scheduled Hours based on the decrementing of Bill Hours of Visits that Auto-verify against a Weekly Variable Schedule or Visits that a System User manually verifies against the Weekly Variable Schedule.
ESA-37	EVV System must update the Remaining Weekly Scheduled Hours of a Weekly Variable Schedule when the System User adjusts the Bill Hours during Visit Maintenance for a Visit previously Auto-verified or manually verified against the Weekly Variable Schedule.
ESA-38	During a Member's Weekly Variable Schedule, the EVV System must allow the System User to increase or decrease the Total Weekly Scheduled Hours of the Weekly Variable

Weekly Variable Schedules	
	Schedule prior to the Weekly Variable Schedule End Date. The Total Weekly Scheduled Hours adjusted amount must be equal to or greater than the Remaining Weekly Scheduled Hours.
ESA-39	During a Member's Weekly Variable Schedule, the EVV System must allow the System User to make changes to the Service Provider data associated with the Weekly Variable Schedule for future Visit Schedule dates.
ESA-40	EVV System must not enable the Call Matching Window when the System User chooses a Weekly Variable Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-41	EVV System must not enable the Optional Expanded Time for Auto-verification feature when using a Weekly Variable Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-42	EVV System must not enable the Optional Automatic Downward Adjustment feature when using a Weekly Variable Schedule. Refer to Appendix P for Auto-verification specifications.

Schedule Type – Daily Fixed

Daily Fixed Schedules	
ESA-43	EVV System must allow the System User to set up a Daily Fixed Schedule for a specific Member, Service (HCPCS/Modifier), Service Provider, Service Delivery Location, Visit clock in and Visit clock out time, and Visit Date.
ESA-44	EVV System must match the Member, Service (HCPCS/Modifier) and Service Provider from a Visit to the specified data elements on the Daily Fixed Schedule to Auto-verify the Visit. Refer to Appendix P for Auto-verification specifications.
ESA-45	EVV System must match the Visit Date to the Scheduled Visit Date to Auto-verify the Visit for a Member on a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-46	EVV System must match the Visit clock in time within 7 minutes of the scheduled clock in time to Auto-verify the Visit for a Member on a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-47	EVV System must match the Visit clock out time within 7 minutes of the scheduled clock out time to Auto-verify the Visit for a Member on a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-48	EVV System must match the Visit Duration within 7 minutes of the Scheduled Visit Duration to Auto-verify the EVV Visit Transaction for a Member on a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-49	EVV System must not enable the Call Matching Window when the System User chooses a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-50	EVV System must allow the System User to apply the Optional Expanded Time for Auto-verification feature by Member when using a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.
ESA-51	EVV System must allow the System User to apply the Optional Automatic Downward Adjustment feature by Member when using a Daily Fixed Schedule. Refer to Appendix P for Auto-verification specifications.

Electronic Verification Methods

General

Electronic Verification Methods - General	
EVM-1	EVV SPSO must provide toll-free numbers for use by Service Providers during the clock in and clock out procedure from an approved phone.
EVM-2	EVV SPSO must provide at least one clock in and clock out electronic verification method that includes Geo-location services. The EVV SPSO must provide access to this method at no cost to the Program Provider or FMSA.
EVM-15	EVV SPSO must provide access to clock in and clock out methods at no cost to the Member, Program Provider, FMSA, CDS Employer, Service Provider, HHSC, or MCO.
EVM-16	EVV System must only collect data specifically required to verify the EVV Visit Transaction. The EVV System must not capture personal data on the Service Provider's mobile device.

Home Phone Landline

Electronic Verification Methods – Home Phone Landline	
EVM-3	EVV System must accept clock in and clock out data via the Member home phone landline or a Member alternate phone landline number identified in the Member profile.
EVM-4	EVV System must verify that the Member home phone landline number, or Member alternate phone landline number, on the EVV Visit Transaction is associated with the Member profile. If the EVV System finds a mismatch, the EVV System must flag the EVV Visit Transaction and alert the System User.
EVM-22	EVV System must assign value 'Member Home' to the Service Delivery Location when the EVV System verifies the clock in or clock out method used for the Visit matches the Member home phone landline number in the Member profile.

Alternative Methods/Devices

Electronic Verification Methods – Alternative Methods/Devices	
EVM-5	EVV SPSO must provide HHSC-approved alternatives for clock in and clock out in the event a Member does not have a home phone landline, or a recipient is unwilling to allow the Service Provider use of the home phone landline.
EVM-6	EVV System must identify a Service Provider's use of alternative methods/devices used for clock in and clock out and confirm association to a Member. If the EVV System finds a mismatch, the EVV System must flag the EVV Visit Transaction, and alert the System User.
EVM-23	EVV System must assign the value 'Member Home' to Service Delivery Location when the EVV System verifies the clock in or clock out method used for the Visit matches the Alternative Device in the Member profile.

HHSC EVV Business Rules

Electronic Verification Methods – Alternative Methods/Devices	
EVM-13	EVV SPSO must adhere to HHSC EVV Policy regarding all aspects of Alternative Device management when distributing Alternative Devices to Program Providers, FMSAs, or CDS employers. This includes the following at a minimum: <ul style="list-style-type: none"> • Electronic order process within required time frames • Delivery of Alternative Devices to Program Providers, FMSAs or CDS employers. • Replacement of broken, malfunctioning, or lost Alternative Devices within required timeframes
EVM-14	EVV SPSO must maintain enough Alternative Device inventory to support current and future Member population.

Mobile method

Electronic Verification Methods – Mobile method	
EVM-7	EVV SPSO must allow clock in and clock out via mobile methods. The EVV SPSO must provide the mobile methods at no charge to the Program Provider or FMSA or Member.
EVM-8	EVV SPSO must receive consent from a Program Provider or FMSA and Service Provider when the Service Provider uses a personal cell phone for clock in and clock out through EVV.
EVM-10	EVV System must capture Geo-location only at clock in and clock out via mobile methods. Mobile method must not allow for persistent tracking. The EVV System must not allow the Service Provider or System User to alter Geo-location data captured through the mobile method.
EVM-11	EVV System must allow Service Providers to access mobile methods.
EVM-12	EVV System must not utilize minutes from the Service Provider’s cellular plan or require significant data usage through the cellular network for the mobile methods when the cost associated with that data use is the responsibility of the Program Provider or FMSA or Service Provider.
EVM-17	EVV mobile method provided by the EVV SPSO must allow multiple users to use the same device but must require logon credentials unique to each Service Provider/System User.
EVM-18	EVV mobile method provided by the EVV SPSO must allow the Service Provider to download, set up and begin using the mobile method without hands on interaction by the EVV Vendor or Program Provider or FMSA or System User.
EVM-19	The EVV SPSO must only use the Geo-location data to document the location of the Service delivery visit. The EVV SPSO must not sell, share, or allow use of the Geo-location data by a 3 rd party for any reason.
EVM-20	The EVV mobile method provided by the EVV SPSO must not restrict usage of the mobile method based on the proximity of the home address of the Service Provider and the Member receiving Services.
EVM-24	EVV mobile method must auto-populate the Service Delivery Location as ‘Member Home’ if the device determines that the Service Provider is within the EVV Allowed Geo-perimeter of the Member Home Geo-location when clocking in or clocking out. The Service Provider can modify the Service Delivery Location as needed on the mobile device.
EVM-25	The EVV mobile method must restrict the selection of Service Delivery Location during clock in and clock out to the allowable values identified in Appendix J – Service Delivery Locations.

Electronic Verification Methods – Mobile method	
EVM-27	EVV mobile method must prompt the Service Provider to select a Service Delivery Location (from the values specified in Appendix J) if the mobile application determines that the Service Provider is outside the EVV Allowed Geo-perimeter of the Member Home Geo-location when clocking in or clocking out.
EVM-28	EVV System must provide read-only access in the mobile application for Service Providers to view EVV visits performed by the Service Provider. The EVV System must limit the Service Provider's access to view only the visit data associated with the Service Provider. The view must not provide access to Protected Health Information (PHI) associated with the Member.

Service Delivery Verification

Service Delivery (EVV Visit) Transaction Documentation

Service Delivery (EVV Visit) Transaction Documentation	
SDV-1	<p>EVV System must capture and verify the following Visit data for each EVV Visit Transaction:</p> <ul style="list-style-type: none"> • Member receiving the Service • Service Provider providing the Service • Program Provider or FMSA Business Unit the Service Provider is performing the Service on behalf of • Service Delivery Location of clock in • Service Delivery Location of clock out • Electronic verification method Service Provider used to clock in • Electronic verification method Service Provider used to clock out • Service Delivery Address of clock in (when applicable) • Service Delivery Address of clock out (when applicable) • Date the Service Provider performed the Service • Time the Service Provider performed the Service (start and end) • Type of Service the Service Provider performed <p>The EVV System must capture this data even in the absence of verification. See specific data elements required to support this data capture and validation in Appendices C and J.</p>
SDV-2	EVV System must capture the clock in and clock out method used for each Visit and allow for a different method on the clock in than the clock out. EVV System must accommodate multiple clock in and clock out methods for a Member on a single Visit.
SDV-66	EVV System must capture the Service Delivery Location during clock in and clock out using the values listed in Appendix J.
SDV-3	EVV System must allow login as well as the capture of clock in and clock out data when using a mobile method in instances when internet connection or cellular data is unavailable. This must not require manual entry of data by System Users.
SDV-5	EVV System must capture the EVV Clock In and the EVV Clock Out in standard format (MMDDYYYY HH:MM AM/PM).

HHSC EVV Business Rules

Service Delivery (EVV Visit) Transaction Documentation	
SDV-70	EVV System must calculate unrounded EVV Hours for the Visit by subtracting the EVV Clock In from the EVV Clock Out when captured on the Visit. The EVV System must transmit unrounded EVV Hours to the EVV Aggregator in the EVV_ACTUALHOURS field. See Appendix C and Appendix M for details related to this field.
SDV-88	EVV System must calculate rounded EVV Hours by subtracting the EVV Clock In from the EVV Clock Out when captured on the Visit, rounding to the nearest quarter hour increment according to HHSC EVV Policy. The EVV System must transmit rounded EVV Hours to the EVV Aggregator in the EVV_ROUNDED_ACTUALHOURS field. See Appendix C and Appendix M for details related to this field.
SDV-71	EVV System must populate Bill Time In from the EVV Clock In when captured on the Visit.
SDV-72	EVV System must populate Bill Time Out from the EVV Clock Out when captured on the Visit.
SDV-89	EVV System must calculate unrounded Bill Hours by subtracting Bill Time In from Bill Time Out. The EVV System must transmit unrounded Bill Hours to the EVV Aggregator in the EVV_UNROUNDED_PAYHOURS field. See Appendix C and Appendix M for details regarding this field.
SDV-6	EVV System must calculate rounded Bill Hours by subtracting Bill Time In from Bill Time Out rounding to the nearest quarter hour increment according to HHSC EVV Policy. The EVV System must transmit rounded Bill Hours to the EVV Aggregator in the EVV_PAYHOURS field. See Appendix C and Appendix M for details regarding this field. .
SDV-82	EVV System must display the rounded and unrounded Bill Hours to the System User.
SDV-90	EVV System must display the rounded and unrounded EVV Hours to the System User.
SDV-8	EVV System must allow multiple Service Providers to deliver the same Service to the same Member at the Same Location, on the same date and at the same time.
SDV-9	EVV System must support overnight shifts in a way that does not require Service Providers to clock in and clock out multiple times per shift with or without a Schedule. The EVV System must split the overnight shift into two separate EVV Visit Transactions, one ending at 11:59 pm and one beginning at 12:00 am, for the two affected days.
SDV-10	EVV System must allow the Service Provider and the System User to deduct the amount of time associated with a Non-EVV Service, that the Service Provider delivered during the EVV Service delivery period. The EVV System must store the amount of time associated with the Non-EVV Service, but the EVV System must not include the Non-EVV Service time in the calculation of the Bill Hours of the EVV Visit.
SDV-83	EVV System must allow the Service Provider to clock in and clock out for an EVV Optional Service if HHSC identifies the EVV Optional Service in the EVV Service Bill Codes Table. If the Program Provider, FMSA or CDS Employer chooses to document EVV Optional Services using the EVV System, the EVV System must capture, verify, and store each EVV Optional Visit and transmit Confirmed EVV Visit Transactions to the EVV Aggregator using the standard format documented in Appendix C EVV Visit Transaction File.
SDV-11	EVV System must identify duplicate EVV Visit Transactions and not allow transmission of the duplicate EVV Visit Transaction to the EVV Aggregator. EVV System must alert the

HHSC EVV Business Rules

Service Delivery (EVV Visit) Transaction Documentation	
	System User when the EVV System identifies a duplicate and allow the System User to correct the EVV Visit Transaction.
SDV-58	EVV System must not allow the System User to create a new EVV Visit Transaction to replace an existing EVV Visit Transaction. Instead, the System User must perform Visit Maintenance to make changes to the existing EVV Visit Transaction as needed. If after the Visit Maintenance Time Frame, the System User must receive payer approval to proceed with the change.
SDV-42	EVV System must identify Service delivery to multiple Members at the same time at separate Service Delivery Locations by the same Service Provider, and not allow transmission of those EVV Visit Transactions to the EVV Aggregator without confirmation by the System User. EVV System must alert System Users when the EVV System identifies these EVV Visit Transactions and allow for correction or confirmation of the Visits using the most appropriate EVV Reason Code.
SDV-84	EVV System must allow a single Service Provider to deliver the same Service to multiple Members at the Same Location on the same date and at the same time. EVV System must allow transmission of these EVV Visit Transactions to the EVV Aggregator.
SDV-79	EVV System must identify Service delivery to a single Member by multiple Service Providers at the same time at separate Service Delivery Locations, and not allow transmission of those transactions to the EVV Aggregator without confirmation by the System User. EVV System must alert the System User when the EVV System identifies these EVV Visit Transactions and allow for correction or confirmation of the Visits using the most appropriate EVV Reason Code.
SDV-85	EVV System must allow multiple Service Providers to deliver Services to a single Member at the Same Location on the same date and at the same time. EVV System must allow transmission of these EVV Visit Transactions to the EVV Aggregator.
SDV-74	EVV System must account for Daylight Savings Time (DST) when calculating EVV Hours and Bill Hours. For Spring DST, the EVV System must subtract one (1) hour when a Service Provider works a shift during the date and time when DST occurs. For Fall DST, the EVV System must add one (1) hour when a Service Provider works a shift during the date and time when DST occurs.

Service Delivery (EVV Visit) Transaction Validation

Service Delivery (EVV Visit) Transaction Validation	
SDV-60	EVV System must adhere to HHSC EVV Policy regarding Auto-Verification of EVV Visit Transactions and must comply with Appendix P for Auto-verification specifications.
SDV-14	EVV System must verify Member profile data using the Medicaid Eligibility X12 270/271 transaction. The EVV System must notify the System User and allow the System User to correct errors prior to the transmission of the EVV Visit Transaction to the EVV Aggregator. See Appendix E for details on the Medicaid Eligibility X12 270/271 Companion Guide.

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Service Delivery (EVV Visit) Transaction Validation	
SDV-55	EVV System must verify payer and plan code using the Payer Plan Code web service prior to verifying EVV Visit Transactions. The EVV System must notify the System User and allow the System User to correct errors. See Appendix L for details on the Payer Plan Code web service.
SDV-15	EVV System must verify Program Provider or FMSA profile using the EVV Master Provider web service prior to verifying EVV Visit Transactions. The EVV System must notify the System User and allow the System User to correct errors.
SDV-16	EVV System must accept only valid Texas Medicaid EVV program HCPCS (procedure codes) and modifier(s). The EVV System must notify the System User and allow the System User to correct errors. EVV System must use the EVV Service Bill Codes Table to identify these valid codes, see Appendix B.
SDV-17	EVV System must verify the accuracy of the EVV Visit Transaction, prior to confirmation and transmission to the EVV Aggregator, to ensure it matches the Active Service Authorization data. The verification must ensure that the relationship between the Program Provider or FMSA ID (NPI, API, TIN, Provider Number), the Medicaid ID for the Member and the HCPCS/Modifier match the Active Service Authorization data. If the EVV System finds any errors, the EVV System must notify the System User and, if within the Visit Maintenance Time Frame, allow the System User to make corrections prior to transmission of the EVV Visit Transaction to the EVV Aggregator.
SDV-18	EVV System must use the EVV Service Bill Codes Table in Appendix B for EVV Services to verify the HCPCS/modifiers captured are for the Service Group/Service Code combination that the payer has authorized for the Member.
SDV-19	EVV System must adhere to the HHSC EVV Policy when applying the Call Matching Window for the Daily Variable Schedule.
SDV-49	EVV System must adhere to HHSC EVV Policy when applying the Optional Expanded Time for Auto-Verification for the Daily Variable Schedule or Daily Fixed Schedule. See Appendix P for Auto Verification specifications.
SDV-50	EVV System must adhere to HHSC EVV Policy when applying the Optional Automatic Downward Adjustment for the Daily Variable Schedule or Daily Fixed Schedule. See Appendix P for Auto-verification specifications.
SDV-51	EVV System must alert the System User when the Member units used are reaching the authorized units on the Service Authorization.

Visit Maintenance

Visit Maintenance	
SDV-20	EVV System must allow System Users to complete Visit Maintenance within the Visit Maintenance Time Frame.
SDV-65	EVV System must only allow the System Users to complete Visit Maintenance outside of the Visit Maintenance Time Frame when the payer has approved Visit Maintenance via the HHSC-approved process.
SDV-21	EVV System must restrict System Users from performing Visit Maintenance according to Appendix O Visit Maintenance rules.

HHSC EVV Business Rules

Visit Maintenance	
SDV-4	EVV System must allow for manual data entry of EVV Visit Transactions during the Visit Maintenance Time Frame. All EVV Visit Transactions created using this manual method must identify the input method and output method as “GUI” (manual entry) and the auto-confirm flag as 'N'. EVV System must require extra certification that supporting documentation is available when the System User creates a manual Visit.
SDV-78	The System User must populate the following required data elements for manual visits: <ul style="list-style-type: none"> • Member receiving the Service • Service Provider providing the Service • Service Delivery Location of clock in • Service Delivery Location of clock out • Input method of clock in • Input method of clock out • Service Delivery Address of clock in (when applicable) • Service Delivery Address of clock out (when applicable) • Date the Service Provider performed the Service • Bill Time In when the Service Provider started Service Delivery • Bill Time Out when the Service Provider ended Service Delivery • Type of Service the Service Provider performed • Reason Code(s) with associated free text
SDV-64	EVV System must only allow for manual data entry of EVV Visit Transactions outside of the Visit Maintenance Time Frame when the payer has approved the creation of Visits via the HHSC-approved process.
SDV-46	EVV System must identify the input method on the EVV Visit Transaction as “GUI” when the EVV Clock In for a Visit is missing (missed clock in), and the System User manually completes the Visit.
SDV-47	EVV System must identify the input method on the EVV Visit Transaction as “GUI” when the EVV Clock Out for a Visit is missing (missed clock out), and the System User manually completes the Visit.
SDV-86	EVV System must maintain an audit trail for all data entered and updated in the EVV System, including the following data at a minimum: <ul style="list-style-type: none"> • EVV Visit Transaction data elements • Program Provider or FMSA profile • Service Provider profile • Member profile • Service Authorization data • Service Schedule, if applicable • System User credentials
SDV-22	EVV System must record changes made by the System User to the EVV Visit Transaction during Visit Maintenance and when a System User enters a manual Visit. The EVV System must collect the following audit trail data at a minimum, and transmit the relevant audit trail data to the EVV Aggregator: <ul style="list-style-type: none"> • Data elements changed (including the before and after values) • User ID of the System User who made the changes • First Name and Last Name of the System User who made the changes • Date and time the System User made the changes or created the manual Visit • EVV Reason Code(s) with associated free text

HHSC EVV Business Rules

Visit Maintenance	
	See Appendix C and Appendix M for identification of EVV Visit Transaction fields for this data.
SDV-61	EVV System must adhere to HHSC EVV Policy regarding Visit Maintenance of EVV Visit Transactions and must comply with technical specifications for Visit Maintenance. Refer to Appendix O for the Visit Maintenance specifications.
SDV-48	EVV System must require entry of an EVV Reason Code and required free text when the System User makes changes to the EVV Visit Transaction after the System User/Service Provider has documented the Visit. EVV system must adhere to the HHSC EVV Policy regarding EVV Reason Codes.
SDV-56	<p>EVV System must update the last visit maintenance date in the EVV Visit Transaction to the current date whenever the EVV System identifies a change to one or more data elements listed below:</p> <ul style="list-style-type: none"> • API/NPI • Contract number • Member Medicaid ID • Service group • Service code • HCPCS code • Modifier • Bill hours • Units • EVV Reason Code(s) with associated free text <p>The EVV System must transmit the User ID, the First Name and Last Name of the System User making the change and Reason Code information that is associated with the change in the EVV Visit Transaction data elements below (see Appendix C and Appendix M for details):</p> <ul style="list-style-type: none"> • EMPLOYEE_EVVUSERID • EMPLOYEE_EVVUSERFIRSTNAME • EMPLOYEE_EVVUSERLASTNAME • EVV_LASTVISITMAINT • EVV_REASONCODEn • EVV_REASONCODEnDESC • EVV_REASONCODEnCOMMENT
SDV-23	EVV System must compare data elements from the original EVV Visit Transaction to the updated EVV Visit Transaction according to HHSC EVV Policy to confirm the EVV System made updates, prior to establishing the last visit maintenance date value for the field EVV_LASTVISITMAINT in the EVV Visit Transaction.
SDV-24	EVV System must re-validate Service delivery details, when a System User has updated the EVV Visit Transaction, using the same validations as an initial EVV Visit Transaction. Should the EVV System find any errors, the EVV System must alert the System User that the System User must correct errors before the EVV System will transmit changes to the EVV Aggregator. When re-validating Visit details for multiple Visit records at a time, the EVV System must alert the System User of only those visit records with errors.
SDV-25	EVV System must allow System Users to confirm an EVV Visit Transaction after completing Visit Maintenance prior to transmitting to the EVV Aggregator.
SDV-26	EVV System must not allow the System User to delete delivered/documentated Visits from the system. This includes instances of Visit Maintenance where the System User has added an EVV Reason Code to an EVV Visit Transaction. The EVV System must not allow the System User to delete that EVV Reason Code and associated free text.

HHSC EVV Business Rules

Visit Maintenance	
SDV-67	EVV System must allow the System User to inactivate Visits the System User does not want sent to the EVV Aggregator. The Visit inactivation process must remove Visits from pending status. The EVV System must not include inactivated Visits in the Standard Reports.
SDV-68	EVV System must prevent the System User from inactivating a Visit that the EVV Aggregator has accepted.
SDV-43	The EVV System must allow for efficient, mass creation and editing of EVV Visit Transactions through Visit Maintenance. EVV Visit Transactions created or edited in mass are subject to the same requirements in this "HHSC EVV Business Rules" document as individually created or edited EVV Visit Transactions.
SDV-52	EVV System must allow System Users to modify Bill Hours by entering or modifying Bill Time In and Bill Time Out. The EVV System must recalculate Bill Hours when the System User modifies these fields.
SDV-73	EVV System must require the System User to enter Bill Time In in standard format (MMDDYYYY HH:MM AM/PM) when the EVV System does not capture an EVV Clock In on the Visit.
SDV-76	EVV System must require the System User to enter Bill Time Out in standard format (MMDDYYYY HH:MM AM/PM) when the EVV System does not capture an EVV Clock Out on the Visit.
SDV-53	EVV System must use bill time in and bill time out, when entered, to calculate Bill Hours in the same manner as the EVV System calculates actual service delivery time.
SDV-80	EVV System must limit the adjustment of Bill Time In and Bill Time Out to be within the boundaries of the EVV Clock In and EVV Clock Out when present on the Visit.
SDV-81	EVV System must allow the System User to modify Bill Hours by directly adjusting the field to reflect that the Program Provider or FMSA will not bill the actual Visit hours in full. Adjustments made directly to Bill Hours must not alter the values in Bill Time In and Bill Time Out.
SDV-7	EVV System must allow the System User to adjust Bill Hours down to zero but must not allow the System User to adjust Bill Hours to an amount greater than the rounded EVV Hours recorded by the EVV System.

EVV Reason codes

EVV Reason Codes	
SDV-27	EVV System must only accept valid EVV Reason Codes as defined in the HHSC EVV Policy, see Appendix A.
SDV-28	EVV System must allow the System User to select multiple EVV Reason Codes for a single visit.
SDV-29	EVV System must allow for modification of the EVV Reason Codes as directed by HHSC. Modifications may include adding new EVV Reason Codes, discontinuing EVV Reason Codes, changing EVV Reason Code usage guidelines and changing EVV Reason Code text.
SDV-30	EVV System must capture free text/comments to allow the System User to further explain the reason for visit maintenance. HHSC EVV Policy may require free text/comments when using certain EVV Reason Codes.
SDV-63	EVV System Reason Code table must list all EVV Reason Codes as defined in the HHSC EVV Policy. See Appendix A.

Transmission of Service Delivery (EVV Visit) Transactions

Transmission of Service Delivery (EVV Visit) Transactions	
SDV-31	EVV System must transmit confirmed EVV Visit Transactions to the EVV Aggregator in the standard format found in Appendix C.
SDV-75	EVV System must transmit Confirmed EVV Visit Transactions with zero Bill Hours to the EVV Aggregator in the standard format found in Appendix C.
SDV-32	EVV System must transmit confirmed EVV Visit Transactions to the EVV Aggregator within 24 hours of completion, or after the System User has corrected errors. The EVV SPSO must ensure that 98% of initial EVV Visit Transactions submitted to the EVV Aggregator contain complete and accurate data elements and that 100% of subsequent EVV Visit Transactions submitted to the EVV Aggregator contain complete and accurate data elements. For this rule, HHSC defines “complete and accurate” as no file-level errors, no field formatting errors, and all required fields populated, per the EVV Visit Data Layout Edits Crosswalk, found in Appendix M.
SDV-33	EVV System must process responses from EVV Aggregator and alert System Users to the status (acceptance or rejection) of each individual EVV Visit Transaction within 24 hours of response receipt. The EVV System must notify the System User of rejection alerts, including the reason for the rejection.
SDV-34	EVV System must allow System Users to correct errors in allowable data elements on the EVV Visit Transactions previously submitted to the EVV Aggregator. Once complete the EVV System must allow System User to indicate that the EVV Visit Transaction is ready for the EVV System to re-transmit it to the EVV Aggregator.
SDV-35	EVV SPSO must collaborate with Contractor and MES Administrator to correct any format/file errors as well as any business errors received from the EVV Aggregator.
SDV-36	EVV SPSO must complete a monthly reconciliation process with the EVV Aggregator to ensure the EVV System transmitted all EVV Visit Transactions to the EVV Aggregator and that the EVV Aggregator accepted all transmitted EVV Visit Transactions. The EVV SPSO must collaborate with Contractor and MES Administrators to correct any discrepancies found and identify records that the EVV System did not successfully transmit to the EVV Aggregator.
SDV-37	EVV System must require CDS Employers to approve the EVV Visit Transactions (offline or through the EVV System) and require the FMSA to review the EVV Visit Transactions prior to export to the EVV Aggregator, even if the EVV System Auto-verified the EVV Visit Transaction. For the sequence of events of the CDS service delivery model refer to the CDS Process Flow diagram, found in Appendix Q.
SDV-59	EVV System must allow an FMSA to review approved EVV Visit Transactions prior to export to the EVV Aggregator. For the sequence of events of the CDS service delivery model refer to the CDS Process Flow diagram, found in Appendix Q.
SDV-62	EVV System must allow an FMSA to send EVV Visit Transactions to the EVV Aggregator at any point in time. The FMSA may send the EVV Visit Transactions when they have completed review against their Weekly Authorization/Budget.

Reporting Requirements*Standard System Reports*

Standard System Reports	
EVR-1	EVV System must provide reporting to Program Providers, FMSAs and CDS Employers (as applicable) to support program requirements and monitoring. The EVV System must make

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Standard System Reports	
	<p>the following standard reports available on demand based on data native to the EVV System. See Appendix G:</p> <ul style="list-style-type: none"> • EVV Alternative Device Order Status Report • EVV CDS Service Delivery Log • EVV Landline Phone Verification Report • EVV Service Delivery Exception Report • Non-EVV Relevant Time Logged
EVR-8	<p>EVV System must provide reporting to CDS Employers to support program requirements and monitoring. The EVV System must make the following standard reports available on demand to CDS Employers (as applicable) based on data retrieved from the EVV Standard System Reports web service provided by the EVV Aggregator. Program Providers, FMSAs, HHSC and MCOs will access these reports from the EVV Portal. See Appendix G:</p> <ul style="list-style-type: none"> • EVV Service Provider History Report • EVV CDS Employer Usage Report • EVV Service Provider Clock In and Clock Out Report • EVV Reason Code Usage and Free Text Report • EVV Units of Service Summary Report
EVR-7	All standard system reports must comply with the report specifications provided in Appendix G EVV Standard Reports.

EVV System Specifications

EVV System Specifications	
VSS-1	<p>EVV System must support commonly available operating systems, browsers, and software/hardware platforms. This includes the following at a minimum:</p> <ul style="list-style-type: none"> • Windows Operating Systems • Macintosh Operating Systems • Firefox • Chrome • Safari • Edge
VSS-2	<p>EVV System must adhere to the accessibility standards contained in state and federal laws and regulations, including Americans With Disabilities Act and Section 508 of the Federal Rehabilitation Act. This includes providing accessibility for Program Provider's or FMSA's with disabilities, such as hearing or visual disabilities (e.g., ability to use a text telephone (TTY) or telecommunication device for the deaf (TDD), or use of interactive voice response (IVR), screen readers, text to speech, etc.). EVV System must adhere to Health and Human Services (HHS) Electronic and Information Resources (EIR) Accessibility Policy.</p>
VSS-4	<p>EVV System must create a unique profile for Contractor, MES Administrator, HHSC and MCO users as directed by HHSC.</p>

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EVV System Specifications	
VSS-5	EVV System must provide read-only access to Contractor, HHSC and MCO staff to view the same information that System Users can access and view. The EVV System must limit individual MCO access to view only the data of the Members contracted with the MCO.

System Security

System Security	
VSS-24	EVV System must assign CDS Employers appropriate security access to create, update, and read EVV Visit data when the CDS Employer selects to approve CDS Employee time worked and perform Visit Maintenance under Option 1 on CDS Form 1722 Employer's Selection for Electronic Visit Verification Responsibilities.
VSS-25	EVV System must assign CDS Employers appropriate security access to read and approve EVV Visit data in the EVV System when the CDS Employer selects to approve CDS Employee time worked under Option 2 on CDS Form 1722 Employer's Selection for Electronic Visit Verification Responsibilities.
VSS-26	EVV System must assign CDS Employers appropriate security access to read EVV System reports when the CDS Employer selects to delegate approval of time worked and Visit Maintenance to the FMSA under Option 3 on CDS Form 1722 Employer's Selection for Electronic Visit Verification Responsibilities.
VSS-27	EVV System must allow an FMSA to assign the appropriate security role to a DR that is equivalent to the option chosen by the CDS Employer on the CDS Employer's Form 1722, when indicated.

EVV System Transition

Transition Coordination with other EVV System(s)	
VTA-1	EVV SPSO must adhere to the HHSC-approved Provider Onboarding Plan when notified that a Program Provider or FMSA is changing EVV Systems. See Appendix N for details on EVV System to System Data Transfer Process.

Glossary

The terms defined in this glossary, when used in this document, have the following meanings.

Acronym/Term	Definition
3 rd Party System	A separate system used by Program Providers or FMSAs to support aspects of their business outside of EVV. This system may contain data relevant to Program Provider or FMSA profile, Service Provider profile, Member profile, schedules, or claims.
Active Service Authorization	An electronic Service Authorization within the EVV System where the begin and end dates include the Visit date.
Alternative Device	HHSC-approved electronic device provided at no cost by a EVV vendor that allows the Service Provider or CDS Employee to clock in and clock out of the EVV System from the Member's home. The alternative device produces codes or information that represent the precise date and time Service delivery begins and ends.
Auto-verified	EVV Visit Transactions that match a planned Schedule, include all required data elements, and have no exceptions; or EVV Visit Transactions with no planned Schedule that include all required data elements and have no exceptions. Refer to Appendix P for Auto-Verification specifications.
Bill Hours	This value is the difference between the Bill Time Out and Bill Time In rounded to the nearest quarter hour increment. The EVV System must transmit this value as EVV_PAYHOURS in the EVV Visit Transaction file. See Appendix C and Appendix M for details regarding this field.
Bill Time In	Bill Time In reflects the EVV Clock In when present. If the EVV Clock In is missing from the Visit, the System User must enter the Visit begin time in this field. The System User may modify this value, which will trigger the EVV System to recalculate Bill Hours.
Bill Time Out	Bill Time Out reflects the EVV Clock Out when present. If the EVV Clock Out is missing from the Visit, the System User must enter the Visit end time in this field. The System User may modify this value, which will trigger the EVV System to recalculate Bill Hours.
Business Unit	A distinct entity within a Program Provider or FMSA, as identified by a unique National Provider Identifier (NPI) or Atypical Provider Identifier (API), that will submit EVV Visit Transactions to the EVV Aggregator.
Call Matching Window	The 24-hour period (12:00:00am to 11:59:59pm) used during Auto-verification with a Daily Variable Schedule to determine whether the EVV Visit occurred on the scheduled day and for the scheduled duration.
CDS	Consumer Directed Services. A service delivery option in which a Member or Legally Authorized Representative employs and retains Service Providers and directs the delivery of program Services. This is an option given to Members to coordinate their Texas Medicaid program services.
CDS Employee	A Service Provider aged 18 years or older who meets eligibility requirements of the Member's program, who is not prohibited by relationship from being a CDS Employee and who delivers Services to the Member as directed by the CDS Employer.
CDS Employer	A member or Legally Authorized Representative (LAR) who chooses to participate in the CDS option, and, therefore, is responsible for hiring and retaining service providers to delivery program services.
Confirmed EVV Visit Transaction	EVV Visit Transaction to which the System User has completed Visit Maintenance or otherwise verified.

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Acronym/Term	Definition
Daily Fixed Schedule	A Schedule Type in the EVV System that a System User may choose to plan Member Service visits. This Schedule Type allows Auto-verification of an EVV Visit Transaction on the Scheduled Visit Date when the clock in time matches the scheduled begin time within 7 minutes or less and the clock out time matches the scheduled end time within 7 minutes or less. The Daily Fixed Schedule does not use the Call Matching Window. The System User can use this Schedule Type in conjunction with other Visit Maintenance Reduction Options.
Daily Variable Schedule	A Schedule Type in the EVV System that a System User may choose to plan Member Service Visits. This Schedule Type allows Auto-verification of an EVV Visit Transaction when the Visit occurs within the Call Matching Window on the Scheduled Visit Date and the Visit Duration (rounded actual hours) matches the Scheduled Visit Duration on the Schedule. The System User can use this Schedule Type in conjunction with other Visit Maintenance Reduction Options.
Daylight Savings Time (DST)	Daylight Savings Time (DST) is the practice of advancing standard time by one hour in the spring ("spring forward") of each year and of setting it back by one hour in the fall ("fall back") to gain an extra period of daylight during the early evening.
Designated Representative (DR)	A willing adult appointed by the CDS Employer to assist with or perform or the CDS Employer's required responsibilities to the extent approved by the CDS employer.
Electronic Visit Verification (EVV)	Electronic documentation and verification of Service delivery to a Member through an EVV System.
EVV Aggregator	A centralized database that collects, validates, and stores statewide EVV visit data transmitted by the EVV System(s).
EVV Allowed Geo-perimeter	A 250-foot perimeter (or radius) around the Member Home Geo-location.
EVV Clock In	The time captured by the EVV System from the electronic verification method (Home Phone Landline, Alternative Methods/Devices, Mobile Method) that the Service Provider used to indicate the beginning of a Service delivery Visit. The EVV System must not allow a System User to modify or manually enter the EVV Clock In.
EVV Clock Out	The time captured by the EVV System from the electronic verification method (Home Phone Landline, Alternative Methods/Devices, Mobile Method) that the Service Provider used to indicate the end of a Service delivery Visit. The EVV System must not allow a System User to modify or manually enter the EVV Clock Out.
EVV Hours	This refers to the Service delivery time reflected in Hours and Minutes (nn.nn) which the EVV System must calculate by subtracting the EVV Clock In from the EVV Clock Out, when present on the Visit. If an EVV Clock In or EVV Clock Out is missing from the Visit, this field must be blank (or null). The EVV System must transmit the unrounded value to the EVV Aggregator as EVV_ACTUALHOURS in the EVV Visit Transaction file. The EVV System must not allow a System User to modify or manually enter EVV Hours. See Appendix C and Appendix M for details regarding this field.
EVV Optional Services	EVV Optional Services are Services which the Service Provider may commonly deliver in situations similar to EVV required Services. HHSC identifies EVV Optional Services in Appendix B EVV Service Bill Codes table. HHSC allows, but does not require, a Service Provider or System User to

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Acronym/Term	Definition
	document these Services using the EVV System. If the Program Provider, FMSA or CDS Employer chooses to document EVV Optional Services using the EVV System, the EVV System must capture, verify, and transmit EVV Optional Services Visits using the same rules as EVV Required Services. HHSC will not perform EVV claims matching on claims for EVV Optional Services.
EVV Reason Code	A standardized, HHSC-approved three-digit number and associated description used during Visit Maintenance to explain the specific reason the System User made a change to an EVV Visit Transaction.
EVV Required Services	EVV Required Services include in-home Personal Care Services (PCS) and Home Health Care Services (HHCS) identified as required by State and federal statute and included in Appendix B EVV Service Bill Codes table.
EVV System	<p>Electronic visit verification system that:</p> <p>(A) allows a Service Provider to electronically report:</p> <ul style="list-style-type: none"> (i) the service recipient's identity; (ii) the service provider's identity; (iii) the date and time the service provider begins and ends the delivery of Services; (iv) the location of service delivery; and (v) tasks performed by the Service Provider <p>The system includes applications and tools used to clock in and clock out such as toll-free numbers, interactive voice response applications, mobile methods, and web applications. The system also includes mechanisms to complete visit maintenance and interact with the EVV Aggregator.</p>
EVV Visit Transaction	<p>A complete, verified visit consisting of all required data elements (visit data and identification data) needed to verify a Service delivery visit.</p> <p>EVV Visit Transactions can receive any of the following statuses:</p> <ul style="list-style-type: none"> • Unsubmitted – a Visit the EVV System has received but has not yet transmitted to the EVV Aggregator. • Submitted – a Visit the EVV System received and transmitted to the EVV Aggregator, but the EVV System has not yet received a response from the EVV Aggregator. • Accepted – a Visit the EVV System submitted to the EVV Aggregator which has successfully passed the EVV Aggregator validation edits. • Rejected – a Visit the EVV System submitted to the EVV Aggregator that did not pass the EVV Aggregator validation edits.
FMSA	A Financial Management Services Agency is an entity that contracts with HHSC or an MCO to provide financial management services to a Member, CDS Employer or Designated Representative under the CDS option.
Geo-location	Geographic location as determined by the GPS (latitude/longitude) coordinates.
GPS	Global Positioning System (GPS) is a satellite-based navigation system used to determine an exact location in latitude/longitude coordinates.
GUI	Graphical User Interface. A term used in the Texas Medicaid EVV program to identify manually entered EVV Visit Transactions using an EVV System.
HCPCS	Healthcare Common Procedure Coding System is a set of health care procedure codes based on the American Medical Association's Current Procedural Terminology (CPT).

HHSC EVV Business Rules

Acronym/Term	Definition
HHSC EVV Policy	A set of HHSC standards organizations must adhere to regarding the EVV program which includes the HHSC EVV policy handbook and HHSC EVV policy documents posted on the HHSC EVV website.
IVR	Interactive Voice Response
Legally Authorized Representative (LAR)	A natural parent, legal/adopted parent, stepparent and/or a court-appointed guardian of a Member or the legally appointed guardian of a Member of any age.
MCO	Managed Care Organization. An entity that contracts with the State of Texas to provide health benefits and additional services and accepts a set capitation payment per Member, per month, for such services.
Member	A person enrolled in Medicaid FFS (Individual) or MCO (Member) and receiving Services through Texas Medicaid.
Member Home	The physical address where a Member who receives EVV Services resides.
MES Administrators	The Medicaid Enterprise Systems (MES) Administrators are a group of contractors charged with administering Texas Medicaid and other state health care programs on behalf of the Texas Health and Human Services Commission. Referred to as "Medicaid Enterprise Systems (MES) service providers" in the EVV System Management Services contract.
Non-EVV Service	A Service that does not require the use of EVV but may occur in the course of an EVV Service delivery Visit. Non-EVV Services include EVV Optional Services in Appendix B EVV Service Bill Codes table and Services not listed in the EVV Service Bill Codes table. The EVV System must allow a Service Provider or System User to deduct Non-EVV Service time that occurred during an EVV Visit.
Optional Automatic Downward Adjustment	A Visit Maintenance reduction solution offered to System Users for use with Schedules whereby the EVV System will downward adjust Bill Hours by .25 to match the planned scheduled hours, so the EVV System can still consider the Visit a match to the Schedule, therefore not creating an alert to the System User. The EVV System must only allow System Users to apply this feature to the Daily Variable Schedule and the Daily Fixed Schedule Types.
Optional Expanded Time for Auto-Verification	A Visit Maintenance reduction solution offered to System Users for use with Schedules whereby the EVV System expands the Auto-verified time frame by .25 rounded Bill Hours (up to 22 minutes for Daily Variable and up to 14 minutes for Daily Fixed) so the EVV System can still consider the Visit a match to the Schedule, therefore not creating an alert to the System User. The EVV System must only allow System Users to apply this feature to the Daily Variable Schedule and the Daily Fixed Schedule Types.
Program Provider	An entity that contracts with HHSC or an MCO to provide an EVV Service.
RCCA	Root Cause Analysis and Corrective Action (RCCA) is a process where the system owner reviews and analyzes an incident or deficiency to determine root cause. Corrective action defines the actions put in place to prevent re-occurrence.
Recurring	Indicates the planned service delivery event (Scheduled Visit) is to occur on a regular basis for a prescribed number of days or weeks.
Remaining Weekly Scheduled Hours	The number of hours that are available for Visit Auto-verification within a Weekly Variable Schedule after decrementing the Bill Hours of Visits that Auto-verify against the Weekly Variable Schedule and applying adjustments made by the System User to the Bill Hours of Auto-verified Visits.

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Acronym/Term	Definition
Same Location	Same location means the same Service Delivery Address derived from the Service Delivery Location. If the Service Delivery Address is not available, the Geo-locations of the Visit transactions (when available) are both within the EVV Allowed Geo-perimeter of the Member Home.
Schedule	Electronic documentation of a planned service delivery event that the System User creates in the EVV System prior to a Member Visit.
Schedule Type	A distinct method the System User can choose for planning future Member Visits in the EVV System. Schedule Types include Daily Variable Schedule, Daily Fixed Schedule, and Weekly Variable Schedule.
Scheduled Visit Date	The date the System User scheduled the Service Provider to perform Services for the Member. The System User enters the Scheduled Visit Date into the EVV System prior to a Visit as part of a Daily Fixed Schedule or Daily Variable Schedule. Recorded as VISIT_VISITDATE in the EVV Visit Transaction.
Scheduled Visit Duration	The amount of time the System User scheduled the Service Provider to spend performing Services for the Member. The System User enters the Scheduled Visit Duration into the EVV System prior to a Visit as part of a Daily Fixed Schedule or Daily Variable Schedule. Recorded as VISIT_VISITHOURS in the EVV Visit Transaction.
Service	An in-home personal care service or home health care service required to use EVV as identified in Appendix B EVV Bill Code Services Table.
Service Authorization	Documentation of a payer's authorization for a Member to receive services which includes: the authorized units for the Services, the Program Provider or FMSA authorized to provide the Services, the bill codes for the Service and the effective dates during which the payer has authorized the Service. May be known by other names such as "prior authorization" in some Medicaid programs.
Service Provider	The person employed by the Program Provider or CDS Employer to deliver EVV Services directly to the Member.
Service Delivery Location	The physical location where the Member received EVV Services during a scheduled or unscheduled Visit. See Appendix J for allowable values. The EVV System will record the Service Delivery Location at clock in as the EVV_VISITLOCATION and Service Delivery Location at clock out as EVV_VISITLOCATION_OUT when transmitting the EVV Visit Transaction to the EVV Aggregator. See Appendix C EVV Visit Transaction Layout for details.
SPSO	A State Pool System Operator (SPSO) is an entity contracted with Contractor to provide a cost free EVV system option for program providers and Financial Management Services Agencies (FMSAs) contracted with HHSC or a managed care organization (MCO).
Subcontracted Provider	An agency or individual contracted by a Program Provider or FMSA to provide EVV Services in Texas.
System User	An individual who the Program Provider or FMSA authorizes to have access to the EVV System. Authorized users may include a Program Provider or FMSA staff member, a Subcontracted Provider, or a CDS Employer or their DR.
Texas EVV Service Provider Identification Number	A unique identifier generated by the EVV System for Service Providers. The number should be the last 4 digits of the Service Provider's SSN or passport number plus Service Provider's last name.

HHSC EVV Business Rules

Acronym/Term	Definition
Total Weekly Scheduled Hours	The total hours scheduled by the System User for a Member Service on a Weekly Variable Schedule.
User ID	This is the unique identifier assigned by the EVV System and used by the System User to access the EVV System to perform Visit Maintenance. The EVV System must require the assigned identifier and password when the System User is logging onto the EVV System.
Visit	Electronic documentation of a completed EVV service delivery event.
Visit Approval	The process the System User (CDS Employer or FMSA) uses to confirm that the CDS Employee time worked in the EVV system accurately reflects the delivery of Services.
Visit Date	The calendar date when (MMDDYYYY) the Service Provider delivers Services to the Member.
Visit Duration	The total time a Service Provider spends with a Member during a service delivery Visit.
Visit Maintenance	The action the System User takes to create a Visit or correct data elements in an EVV Visit Transaction to accurately reflect the Service delivery.
Visit Maintenance Time Frame	The number of days from the Visit Date, as specified in HHSC EVV Policy when the System User can complete Visit Maintenance.
Weekly Variable Schedule	A Schedule Type in the EVV System that the System User may choose to plan Member Services for a set number of Service hours over the course of a 7-calendar day period (Sunday through Saturday). This Schedule Type will Auto-verify a Visit when the Visit occurs on a date of service between the Weekly Variable Schedule Begin Date and the Weekly Variable Schedule End Date for a Visit Duration not to exceed the Remaining Weekly Scheduled Hours.
Weekly Variable Schedule Begin Date	The start date of a Weekly Variable Schedule set up by a System User for a Member. This is the first date (Sunday) of Service during the Weekly Variable Schedule time frame when the EVV System will Auto-verify an EVV Visit Transaction if the Bill Hours of the EVV Visit do not exceed the Remaining Weekly Scheduled Hours.
Weekly Variable Schedule End Date	The last date of a Weekly Variable Schedule for a Member is set by the EVV System to be seven (7) calendar days from the Weekly Variable Schedule Begin Date. This is the last date of Service during the Weekly Variable Schedule time frame when the EVV System will Auto-verify an EVV Visit Transactions if the Bill Hours of the EVV Visit do not exceed the Remaining Weekly Scheduled Hours.

Appendices

Appendix A – HHSC EVV Reason Codes

Appendix_A_EVV_Reason_Codes_Effective_08.01.2023.docx

Appendix B – EVV Service Bill Codes Table

Appendix_B_EVV_Bill_Code_Services_Table_v11.1.xlsx

Appendix_B_EVV_HHCS_Bill_Code_Services_Table_v1.0.xlsx

Appendix C – EVV Visit Transaction File

Appendix_C_EVV_Visit_Transaction_Layout_v3.0.xlsx

Appendix D – EVV Master Provider Web Service

Appendix_D_EVV_Master_Provider_Web_Service_V3.0.docx

Appendix E – Medicaid Eligibility Companion Guide

Appendix_E_Medicaid_Eligibility_Companion_Guide_V3.0.docx

Appendix F – EVV Prior Authorization Web Service and File Layout

Appendix_F_EVV_Prior_Authorization_File_V3.0.xlsx

Appendix G – EVV Standard System Reports

Appendix_G_EVV_Standard_System_Reports_V3.0.docx

Appendix H – Removed

Appendix I – Removed

Appendix J – Service Delivery Locations

Appendix_J_Service_Delivery_Locations_V3.0.docx

Appendix K – Texas EVV-Specific Terms

Appendix_K_Texas_EVV_Specific_Terms_V3.0.docx

Appendix L – Payer Plan Code Web Service

Appendix_L_Payer_Plan_Code_Web_Service_V3.0.xlsx

Appendix M – EVV Visit Data Layout Edits Crosswalk

Appendix_M_EVV_Visit_Data_Layout_Edits_Crosswalk_V4.2.docx

Appendix N – EVV Data Transfer Guide

Appendix_N_EVV_Data_Transfer_Guide_V3.0.docx

Appendix_N1_EVV_Member_Information_File_Layout_V3.0.xlsx

Appendix_N2_EVV_Service_Provider_Information_File_Layout_V3.0.xlsx

Appendix_N3_EVV_Authorization_Information_File_Layout_V3.0.xlsx

Appendix O – Visit Maintenance

Appendix_O_Visit_Maintenance_V3.0.xlsx

Appendix P – Auto Verification

Appendix_P_Auto_Verification_V3.0.docx

Appendix Q – CDS Process Flow

Appendix_Q_CDS_Process_Flow.pdf

Appendix R – EVV System Provider Onboarding Web Service

Appendix_R_EVV_System_Provider_Onboarding_Web_Service_V1.0.xlsx

Appendix S – EVV Aggregator Results

Appendix_S_EVV_Visit_Batch_Submission_and_Response_Process_V1.0.docx

Revision History

VERSION	DATE	RESPONSIBLE PARTY	DESCRIPTION
3.0	10/15/2018	Accenture/TMHP	Submission to HHSC of initial draft. Previous versions of a document with same name had been submitted as working documents in April 2018. This is why the history begins with version 3.0 draft.
4.0	10/31/2018	Accenture/TMHP	Joint meeting updates made with HHSC.
5.0	1/28/2019	Accenture/TMHP	Final version for distribution.
6.0	3/29/2019	Accenture/TMHP	Addressed remaining comments from HHSC staff review and made updates based on feedback.
6.1	5/1/2019	Accenture/TMHP	Final version for distribution
7.0	11/1/2019	Accenture	Final new version for publication and distribution.
8.0	09/18/2020	Accenture	Final Version for Business Rules 8.0. This version contains the feedback addressed form the version 7.06
8.1	02/22/2020	Accenture	Final Version for Business Rules 8.1. Updates to Bulk Visit Maintenance Business Rules.
8.2	03/18/2021	HHSC	Annual updates to be effective 06/01/2021
9.0	02/25/2022	HHSC	Updates effective May 31, 2022, include variable schedule types, updates to Glossary terms, language changes and updates and renumbering of appendices.
10.0	12/19/2022	HHSC	Updates effective August 1, 2023, include profile, Service Authorization, and Service Delivery Location updates, updates for EVV Optional services, Bill Hours, Bill Time In/Out, Visit Maintenance and EVV Visit Transaction file changes as well as updates to appendices and the Glossary.

Production Systems Updated	System Update Date	Version # Updated with	Update Approvers (TMHP, HHSC)	Summary of Changes
TMHP	7/3/2019		Jordan Nichols HHSC 7/2/2019 SR 6861292	Update includes: (C21 AC FFS EVV Services Tab) Modifiers for T1019 must be used mutually exclusive Insert rows: T1019 UD/ T1019 U9/ T1019 U3/ T1019 U4 Remove rows: T1019 U3, U4, U5/ T1019 U9, UD/ T1019 U3, U4/ T1019 U7, UB/ T1019 U6, UA
TMHP	8/23/2019	2	Trish Burkett HHSC 7/16	(CMS LTC FFS EVV Services Tab): Update EVV Claims Match Begin Effective Date to 9/1/2019 for SG 7 SC 17 S5125 (C21 AC FFS EVV Service Tab) and (MCO EVV Services Tab): Updated the Unit Match on all CDS and SRO services to reflect a bypass on the claims matching process for units of service.
TMHP	8/23/2019	3	Trish Burkett HHSC 7/24	(CMS LTC FFS EVV Services Tab): Update Conversion Factor to 0 and Bypass Units Match for CLASS SG 2 Services
TMHP	10/4/2019	4	Dana Williamson HHSC	(CMS LTC FFS EVV Services Tab): Update "UC" Modifier for Service Group 15 Service Code 10CFV (T2016 UC) CFC PAS/HAB, (MCO EVV Services Tab): updated typo HSB to HAB on service short description CFC HAB, Non-HCBS / Agency
TMHP	Part 1 - 10/30/2019 Part 2 - prior to 1/1/2020	5	Jordan Nichols HHSC 10/8/2019 SAR 98894-1	Part 1 prior to 11/1/2019 * Bypass Units Match (EVV06) for all LTC CLASS and LTC DBMD services Update Unit Conversion Factor for LTC FFS SG 16, SC 10CFC T2026 for DBMD from (EVV_PAYHOURS /1) to 0 Update Unit Conversion Factor for LTC FFS SG 16, SC 11 G0100 for DBMD from (EVV_PAYHOURS /24) to 0 * Bypass EVV Claim Match (EVV07 edit) for following LTC CLASS and LTC DBMD services: LTC FFS SG 2, SC 10CFC T2026 for CLASS LTC FFS SG 16, SC 10CFC T2026 for DBMD
TMHP	3/20/2020	6	Jordan Nichols HHSC Maint SR#7097006	Part 2 prior to 11/1/2020 * Extend EVV Claims Match Begin Effective Date(s) from 1/1/2020 to 1/1/2021 for all MCO, C21 AC FFS, and LTC FFS EVV Services * Update Effective End Dates for: All LTC FFS SG 12 for HCS from 2/29/2020 to 12/31/9999 All LTC FFS SG 15 for TxHmL from 2/29/2020 to 12/31/9999 * Update EVV Claims Match Begin Effective Date from 1/1/2020 to 12/31/3999 for: LTC FFS SG 12, SC(s) 10C, 11X, 11XV for HCS LTC FFS SG 15, SC(s) 10C, 10CV, 11X, 11XV for TxHmL Set Claims Match Bypass EVV07 Shadow Match for active EVV services (claim match begin effective date 9/1/2019) due to COVID-19
TMHP	6/30/2020	6.1	June Release SR 6952509-10	All required changes highlighted in yellow with red text. - Set Claim Match Begin Effective Date to 7/1/2020 for Cures Act claims practice period Set Informational Claim Match (EVV07) for Expanded Cures Act EVV Services. - Bypass EVV06 - Update the following services to indicate units on the claim will not be matched to units on the EVV visit transaction during the EVV claims matching process: - Acute Care Services: - HCBS-AMH Supported Home Living (HCPCS S5130) - YES Waiver Respite (In-Home) (HCPCS T2027) - Long-Term Care Services: - HCS CFC PAS/HAB (Service Group 12, Service Code 10CFC) - TxHmL CFC PAS/HAB (Service Group 15, Service Code 10CFC)
TMHP	August Release 2020	7	August 2020 Release	- Add LTC CAS SRO service (Service Group 7, Service Code 17DS) Implement informational match date of service driven solution for EVV07/EVV08 - See Informational Match Tabs (Hierarchy, Service, NPI, Zip) Informational Match Hierarchy: priority order EVV08,EVV07 Informational Match Service EVV07 data: EVV07 Effective Begin and End Dates for SG 2 T2026 11/1/2019 to 11/30/2020 EVV07 Effective Begin and End Dates for COVID-19 3/20/2020 to 10/23/2020 EVV07 Effective Begin and End Dates for Cures Act Practice Period 7/1/2020 to 11/30/2020
TMHP	9/30/2020	8	September 2020 Release	Insert TOS 1 on C21 AMH Services S5130 HK HE, S9125 HK HE Remove EVV06 Bypass on SRO Services - MCO and LTC Remove EVV06 Bypass on LTC DBMD CLASS T2026 Per Hour Services Remove 0 Conversion Factor on LTC DBMD CLASS T2026 Per Hour Services replace with (EVV_PAYHOURS /1)
TMHP	10/23/2020	9	October 2020 Release	Update Informational Match Service table to extend DOS End Effective Date from 10/23/2020 to 11/30/2020 for COVID-19
TMHP	11/12/2020	9.1	November 2020 Release	Update Informational Match Service table to extend DOS End Effective Date from 11/30/2020 to 12/31/2020 for Cures Act Services
TMHP	11/30/2020	9.2	November 2020 Offline Release	Update Informational Match Service table to extend DOS End Effective Date from 11/30/2020 to 12/31/2020 for COVID-19
TMHP	12/10/2020	9.3	December 2020 Release	Insert T2027 U9 XE (YES Waiver Additional Encounter) to C21 AC FFS EVV Services and Informational Match Service tables
TMHP	3/9/2021	9.4	March 2021 Offline Release	Update Information Match Service table due to Natural Disaster - Winter Storm with EVV08 for Claim DOS 02/10/21 to 02/24/2021
TMHP	4/29/2021	9.4.1	April 2021 Release	Update C21 AC FFS EVV Services table: Insert AMH In Home Respite T1005 HK HE per 15 min unit type effective 5/1/2021 and terminate AMH In Home Respite S9125 HK HE per day unit type effective 4/30/2021
		9.5		Modify S5130 HK HE unit type to per 15 min unit type effective 5/1/2021

Production Systems Updated	System Update Date	Version # Updated with	Update Approvers (TMHP, HHSC)	Summary of Changes
TMHP	10/28/2021		October 2021 Release	<p>Update MCO EVV Services table for STAR Health PCS Services (Superior):</p> <p>1) Insert rows for STAR Health PCS services including: •T1019 UA (PCS BH Condition - Agency Model), •T1019 U7 (PCS - CDS Model), •T1019 UB (PCS BH Condition - CDS Model)</p>
TMHP	3/1/2022	9.6	March 2022 Offline Release	<p>2) Update Program column to remove STAR Health from T1019 UA,U6; T1019 UC; and T1019 UA, UC – these services are applicable for STAR Kids</p> <p>Update CMS LTC FFS EVV Services table: Insert TxHmL and HCS Service Group 21 and 22</p> <p>•ALL SG 12/15 codes procedure effective end date will be 04/30/2022 (their procedure effective start date will not need to change) •ALL SG 21/22 codes procedure effective start date will be 03/01/2022, their procedure effective end date will be 12/31/9999</p> <p>Update Informational Match Service table: •ALL SG 12/15 CFC PAS/HAB and CFC PAS/HAB / CDS will by-pass claims matching between EVV Claims Matching Begin Date of 03/01/2022 and EVV Claims Matching End Date of 04/30/2022</p> <p>•ALL SG 21/22 will by-pass claims matching between EVV Claims Matching Begin Date of 05/01/2022 and EVV Claims Matching End Date 05/31/2022</p>
TMHP		10	May 2022 Offline Release	<p>Update Informational Match Service table: • Extend SG 21/22 EVV07 claim match bypass to 06/30/2022</p>
TMHP		10.1	June 2022 Offline Release	<p>Update Informational Match Service table: • Extend SG 21/22 EVV07 claim match bypass to 08/31/2022</p>
TMHP	August-22	10.2	August Offline Release	<p>Update Informational Match Service table: • Extend SG 21/22 EVV07 claim match bypass to 10/31/2022</p>
TMHP	October-22	10.3	October Release	<p>Update Informational Match Service table: • Extend SG 21/22 EVV07 claim match bypass to 12/31/9999</p>
TMHP		10.4	November 2022 Release	<p>Update MCO EVV Services table: * STAR+PLUS and STAR Kids LTSS Billing Code Matrix updates effective 12/1/2022</p> <p>Update CMS LTC FFS Services table: * Insert LTC ISS EVV service codes</p>
TMHP		11	December 2022 Release	<p>Update Informational Match Service table: • Terminate SG 21/22 EVV07 claim match bypass as of 2/28/2023</p>
TMHP		11.1	December 2022 Release	

MCO EVV Services

Service Short Description	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Unit Conversion Factor	Bypass Claim Units Match (EVV06)?	Procedure Effective Begin Date	Procedure Effective End Date	EVV Claims Match Begin Effective Date	EVV Claims Match End Effective Date	Service Roll Out Date	CDS Service?
PCS / Agency	HC	T1019	U6				per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PCS / Agency	HC	T1019	U1				per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PCS / SRO	HC	T1019	US				per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
PCS / SRO	HC	T1019	U2				per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
PCS / CDS	HC	T1019	U7				per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PCS / CDS	HC	T1019	UC				per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PCS, BH Condition / Agency	HC	T1019	UA				per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PCS, BH Condition / Agency	HC	T1019	UA	U6			per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	9/1/2019	11/30/2022	State-Required Personal Care Services, 9/1/2019	No
PCS, BH Condition / Agency	HC	T1019	UB	U1			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PCS, BH Condition / SRO	HC	T1019	UA	US			per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
PCS, BH Condition / SRO	HC	T1019	UB	U2			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
PCS, BH Condition / CDS	HC	T1019	UA	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
PCS, BH Condition / CDS	HC	T1019	UB				per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PCS, BH Condition / CDS	HC	T1019	UB	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB / Agency	HC	T1019	U9				per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC HAB / Agency	HC	T1019	U9	U1			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC HAB / Agency (MDCP)	HC	T1019	U9	U1	U6		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC HAB / SRO	HC	T1019	U2				per 15 min	(EVV_PAYHOURS / .25)		3/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB / SRO	HC	T1019	U9	U2			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB / SRO (MDCP)	HC	T1019	U9	U2	U6		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB / CDS	HC	T1019	U4				per 15 min	(EVV_PAYHOURS / .25)	Yes	3/1/2016	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB / CDS	HC	T1019	U9	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB / CDS (MDCP)	HC	T1019	U9	UC	U6		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PCS Only / Agency	HC	T1019	UD				per 15 min	(EVV_PAYHOURS / .25)		3/1/2016	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC PCS Only / Agency	HC	T1019	UD	U1			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC PCS Only / Agency (MDCP)	HC	T1019	UD	U1	U6		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC PCS Only / SRO	HC	T1019	U1				per 15 min	(EVV_PAYHOURS / .25)		3/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC PCS Only / SRO	HC	T1019	UD	U2			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC PCS Only / SRO (MDCP)	HC	T1019	UD	U2	U6		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC PCS Only / CDS	HC	T1019	U3				per 15 min	(EVV_PAYHOURS / .25)	Yes	3/1/2016	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PCS Only / CDS	HC	T1019	UD	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PCS Only / CDS (MDCP)	HC	T1019	UD	UC	U6		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
MDCP, Attendant / Agency	HC	H2015	U1				per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	9/1/2019	11/30/2022	State-Required Personal Care Services, 9/1/2019	No
MDCP, Attendant / Agency	HC	T1005	U4	U1			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
MDCP, Attendant / SRO	HC	H2015	U1	US			per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
MDCP, Attendant / SRO	HC	T1005	U4	U2			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
MDCP, Attendant / CDS	HC	H2015	U1	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
MDCP, Attendant / CDS	HC	T1005	U4	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
MDCP, Attendant with RN / Agency	HC	H2015	U1	UA			per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	9/1/2019	11/30/2022	State-Required Personal Care Services, 9/1/2019	No
MDCP, Attendant with RN / Agency	HC	T1005	U4	TD	U1		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
MDCP, Attendant with RN / SRO	HC	H2015	U1	UA	US		per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
MDCP, Attendant with RN / SRO	HC	T1005	U4	TD	U2		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
MDCP, Attendant with RN / CDS	HC	H2015	U1	UA	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
MDCP, Attendant with RN / CDS	HC	T1005	U4	TD	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
FFSS, Attendant / Agency	HC	H2015	99	U1			per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	9/1/2019	11/30/2022	State-Required Personal Care Services, 9/1/2019	No
FFSS, Attendant / Agency	HC	S9482	U4	U1			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No

MCO EVV Services

Service Short Description	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Unit Conversion Factor	Bypass Claim Units Match (EVV06)?	Procedure Effective Begin Date	Procedure Effective End Date	EVV Claims Match Begin Effective Date	EVV Claims Match End Effective Date	Service Roll Out Date	CDS Service?
FFSS, Attendant / SRO	HC	H2015	99	U1	US		per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
FFSS, Attendant / SRO	HC	S9482	U4	U2			per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
FFSS, Attendant / CDS	HC	H2015	99	U1	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
FFSS, Attendant / CDS	HC	S9482	U4	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
FFSS, Attendant with RN / Agency	HC	H2015	99	U1	UA		per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	9/1/2019	11/30/2022	State-Required Personal Care Services, 9/1/2019	No
FFSS, Attendant with RN / Agency	HC	S9482	U4	TD	U1		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
FFSS, Attendant with RN / SRO	HC	H2015	99	U1	UA	US	per 15 min	(EVV_PAYHOURS / .25)		11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
FFSS, Attendant with RN / SRO	HC	S9482	U4	TD	U2		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
FFSS, Attendant with RN / CDS	HC	H2015	99	U1	UA	UC	per 15 min	(EVV_PAYHOURS / .25)	Yes	11/1/2016	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
FFSS, Attendant with RN / CDS	HC	S9482	U4	TD	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PAS, Non-HCBS / Agency	HC	S5125	U5				per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PAS, Non-HCBS / SRO	HC	S5125	U5	UD			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
PAS, Non-HCBS / CDS	HC	S5125	U5	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PAS, Non-HCBS / Agency	HC	S5125	U5	U7			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC PAS, Non-HCBS / SRO	HC	S5125	U5	UD	U7		per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC PAS, Non-HCBS / SRO	HC	S5125	U5	U7	UD		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC PAS, Non-HCBS / CDS	HC	S5125	U5	UC	U7		per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PAS, Non-HCBS / CDS	HC	S5125	U5	U7	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PAS, HCBS / Agency	HC	S5125	U3				per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PAS, HCBS / SRO	HC	S5125	U3	UD			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
PAS, HCBS / CDS	HC	S5125	U3	UC			per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PAS, HCBS / Agency	HC	S5125	U3	U7			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC PAS, HCBS / SRO	HC	S5125	U3	UD	U7		per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC PAS, HCBS / SRO	HC	S5125	U3	U7	UD		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC PAS, HCBS / CDS	HC	S5125	U3	UC	U7		per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
CFC PAS, HCBS / CDS	HC	S5125	U3	U7	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
PAS Protective Supervision, HCBS / Agency	HC	S5125	U3	U1			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
PAS Protective Supervision, HCBS / SRO	HC	S5125	U3	UD	U1		per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
PAS Protective Supervision, HCBS / SRO	HC	S5125	U3	U1	UD		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
PAS Protective Supervision, HCBS / CDS	HC	S5125	U3	UC	U1		per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
PAS Protective Supervision, HCBS / CDS	HC	S5125	U3	U1	UC		per 15 min	(EVV_PAYHOURS / .25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB, Non-HCBS / Agency	HC	T2017	U5	U7			per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC HAB, Non-HCBS / SRO	HC	T2017	U5	UD	U7		per 15 min	(EVV_PAYHOURS / .25)		9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB, Non-HCBS / SRO	HC	T2017	U5	U7	UD		per 15 min	(EVV_PAYHOURS / .25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB Non-HCBS /CDS	HC	T2017	U5	UC	U7		per 15 min	(EVV_PAYHOURS / .25)	Yes	9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes

MCO EVV Services

Service Short Description	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Unit Conversion Factor	Bypass Claim Units Match (EVV06)?	Procedure Effective Begin Date	Procedure Effective End Date	EVV Claims Match Begin Effective Date	EVV Claims Match End Effective Date	Service Roll Out Date	CDS Service?
CFC HAB Non-HCBS /CDS	HC	T2017	U5	U7	UC		per 15 min	(EVV_PAYHOURS /25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB, HCBS / Agency	HC	T2017	U3	U7			per 15 min	(EVV_PAYHOURS /25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
CFC HAB, HCBS / SRO	HC	T2017	U3	UD	U7		per 15 min	(EVV_PAYHOURS /25)		9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB, HCBS / SRO	HC	T2017	U3	U7	UD		per 15 min	(EVV_PAYHOURS /25)		12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
CFC HAB, HCBS / CDS	HC	T2017	U3	UC	U7		per 15 min	(EVV_PAYHOURS /25)	Yes	9/1/2019	11/30/2022	7/1/2020	11/30/2022	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB, HCBS / CDS	HC	T2017	U3	U7	UC		per 15 min	(EVV_PAYHOURS /25)	Yes	12/1/2022	12/31/9999	12/1/2022	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
In Home Respite, HCBS / Agency	HC	T1005	U3				per 15 min	(EVV_PAYHOURS /25)		9/1/2019	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
In Home Respite, HCBS / SRO	HC	T1005	U3	UD			per 15 min	(EVV_PAYHOURS /25)		9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
In Home Respite, HCBS / CDS	HC	T1005	U3	UC			per 15 min	(EVV_PAYHOURS /25)	Yes	9/1/2019	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
CFC HAB, HCBS / Agency	HC	T2021	U3	U3	U3		per hour	(EVV_PAYHOURS /1)		6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC HAB, Non-HCBS / Agency	HC	T2021	U7	U7	U7		per hour	(EVV_PAYHOURS /1)		6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC HAB, HCBS / CDS	HC	T2021	U3	U3	U3	UC	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC HAB Non-HCBS /CDS	HC	T2021	U7	U7	U7	UC	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC HAB, HCBS / SRO	HC	T2021	U3	U3	U3	US	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC HAB, Non-HCBS / SRO	HC	T2021	U7	U7	U7	US	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, HCBS / Agency	HC	S5125	U3	U3	U3		per hour	(EVV_PAYHOURS /1)		6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, Non-HCBS / Agency	HC	S5125	U7	U5	U7		per hour	(EVV_PAYHOURS /1)		6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, HCBS / CDS	HC	S5125	U3	99	U3	UC	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, Non-HCBS / CDS	HC	S5125	99	99	U7	UC	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, HCBS / SRO	HC	S5125	U3	99	U3	US	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
CFC PAS, Non-HCBS / SRO	HC	S5125	99	99	U7	US	per hour	(EVV_PAYHOURS /1)	Yes	6/1/2015	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, HCBS / Agency	HC	S5125	U3	U3			per hour	(EVV_PAYHOURS /1)		1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, Non-HCBS / Agency	HC	S5125	U7	U5			per hour	(EVV_PAYHOURS /1)		1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, HCBS / CDS	HC	S5125	U3	99	99	UC	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, Non-HCBS / CDS	HC	S5125	99	99	99	UC	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, HCBS / SRO	HC	S5125	U3	99	99	US	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
PAS, Non-HCBS / SRO	HC	S5125	99	99	99	US	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2006	8/31/2019	12/31/9999	12/31/9999	Expired	
Protective Supervision, HCBS / Agency	HC	S5125	U3	U5			per hour	(EVV_PAYHOURS /1)		9/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	
Protective Supervision, HCBS / CDS	HC	S5125	U3	U5	99	UC	per hour	(EVV_PAYHOURS /1)	Yes	9/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	
Protective Supervision, HCBS / SRO	HC	S5125	U3	U5	99	US	per hour	(EVV_PAYHOURS /1)	Yes	9/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	
In Home Respite, HCBS / Agency	HC	S5151	U3	U3			per hour	(EVV_PAYHOURS /1)		1/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	
In Home Respite, HCBS / CDS	HC	S5151	U3	99	99	UC	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	
In Home Respite, HCBS / SRO	HC	S5151	U3	99	99	US	per hour	(EVV_PAYHOURS /1)	Yes	1/1/2014	8/31/2019	12/31/9999	12/31/9999	Expired	

Payer	Claims Adjudication System	Program	Service	Short Service Description	Proc Code Qualifier	C21 Type of Service (TOS)	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Procedure Effective Begin Date	Procedure Effective End Date	EVV Claims Match Begin Effective Date	EVV Claims Match End Effective Date	Service Roll Out Date	CDS Service?
HHSC	TMHP C21	PCS	PCS (non-FMSA)	PCS	HC	1	T1019	U6				per 15 min	9/1/2015	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
HHSC	TMHP C21	CFC	CFC - (Non-FMSA) - HAB	CFC, HAB	HC	1	T1019	U9				per 15 min	6/1/2015	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
HHSC	TMHP C21	PCS	PCS BH Condition (non-FMSA)	PCS, BH Condition	HC	1	T1019	UJ				per 15 min	9/1/2011	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
HHSC	TMHP C21	CFC	CFC - (Non-FMSA) - PCS Only	CFC, PCS Only	HC	1	T1019	UD				per 15 min	6/1/2015	12/31/9999	9/1/2019	12/31/9999	State-Required Personal Care Services, 9/1/2019	No
HHSC	TMHP C21	HCBS AMH	Supported Home Living	Supported Home Living, AMH	HC	1	S5130	HK	HE			per hour	8/1/2016	4/30/2021	7/1/2020	4/30/2021	Cures Act Personal Care Services, 1/1/2021	No
HHSC	TMHP C21	HCBS AMH	Supported Home Living	Supported Home Living, AMH	HC	1	S5130	HK	HE			per 15 min	5/1/2021	12/31/9999	5/1/2021	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
HHSC	TMHP C21	HCBS AMH	Respite (In-Home)	In Home Respite, AMH	HC	1	S9125	HK	HE			*per day	8/1/2016	4/30/2021	7/1/2020	4/30/2021	Cures Act Personal Care Services, 1/1/2021	No
HHSC	TMHP C21	HCBS AMH	Respite (In-Home)	In Home Respite, AMH	HC	9	T1005	HK	HE			per 15 min	5/1/2021	12/31/9999	5/1/2021	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
HHSC	TMHP C21	CFC CDS	CFC - CDS (FMSA) - PCS Only	CFC, PCS Only / CDS	HC	1	T1019	U3				per 15 min	6/1/2015	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
HHSC	TMHP C21	CFC CDS	CFC - CDS (FMSA) - HAB	CFC, HAB / CDS	HC	1	T1019	U4				per 15 min	6/1/2015	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
HHSC	TMHP C21	PCS CDS	PCS - CDS (FMSA)	PCS / CDS	HC	1	T1019	U7				per 15 min	9/1/2015	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
HHSC	TMHP C21	PCS CDS	PCS BH Condition - CDS (FMSA)	PCS, BH Condition / CDS	HC	1	T1019	UB				per 15 min	9/1/2011	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	Yes
HHSC	TMHP C21	YES Waiver	Respite (In-Home)	In Home Respite, YES	HC	1	T2027	U9				per 15 min	6/30/2010	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No
HHSC	TMHP C21	YES Waiver	Respite (In-Home) Additional Encounter	In Home Respite, YES, XE	HC	1	T2027	U9	XE			per 15 min	6/30/2010	12/31/9999	7/1/2020	12/31/9999	Cures Act Personal Care Services, 1/1/2021	No

Payer System	Claims Adjudication System	Program	Service	Short Service Description	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Unit Conversion Factor	Bypass Claim Units Match (EVV6)?	Procedure Effective Begin Date	Procedure Effective End Date	EVV Claims Match Begin Effective Date	EVV Claims Match End Effective Date	Service Group	Service Code	Service Roll Out Date	CDS Service?
LTC	TMHP CMS	Community Living Assistance and Support Services (CLASS)	Respite - In Home Respite - DSA	In Home Respite, CLASS / Agency	ER	G0100					"per day	0	Yes	11/1900	12/31/2199	9/1/2019	12/31/9999	2	11	State-Required Personal Care Services, 9/1/2019	No
LTC	TMHP CMS	Community Living Assistance and Support Services (CLASS)	CFC PASHAB	CFC PASHAB, CLASS	HC	T2026					per hour	(EVV_PAYHOURS /1)		6/1/2015	12/31/2199	9/1/2019	12/31/9999	2	10CFV	State-Required Personal Care Services, 9/1/2019	No
LTC	TMHP CMS	Primary Home Care (PHC)	Personal Assistance Services - Level 1	PAS, PHC	HC	S5125					per hour	(EVV_PAYHOURS /1)		10/16/2003	12/31/2199	9/1/2019	12/31/9999	7	17	State-Required Personal Care Services, 9/1/2019	No
LTC	TMHP CMS	Family Care (FC)	PAS Family Care	PAS, FC	HC	S5125					per hour	(EVV_PAYHOURS /1)		10/16/2003	12/31/2199	9/1/2019	12/31/9999	7	17C	State-Required Personal Care Services, 9/1/2019	No
LTC	TMHP CMS	Community Attendant Services (CAS)	PAS Community Attendant Services (15)	PAS, CAS	HC	S5125					per hour	(EVV_PAYHOURS /1)		10/16/2003	12/31/2199	9/1/2019	12/31/9999	7	17D	State-Required Personal Care Services, 9/1/2019	No
LTC	TMHP CMS	Community Living Assistance and Support Services (CLASS)	CDS CFC PASHAB	CFC PASHAB, CLASS / CDS	HC	T2016					"per \$1	0	Yes	6/1/2015	12/31/2199	7/1/2020	12/31/9999	2	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Community Living Assistance and Support Services (CLASS)	CDS RESPITE IN HOME	In Home Respite, CLASS / CDS	HC	S9125					"per \$1	0	Yes	3/1/2008	12/31/2199	7/1/2020	12/31/9999	2	11PV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Family Care (FC)	PARTICIPANT PAS FAMILY CARE CDS - LVL 1 (NON-PRIORITY)	PAS, Level 1, FC / CDS	ER	G0746					"per \$1	0	Yes	1/1/1900	12/31/2199	7/1/2020	12/31/9999	7	17CV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Family Care (FC)	PARTICIPANT PAS FAMILY CARE CDS - LVL 2 (PRIORITY)	PAS, Level 2, FC / CDS	ER	G0745					"per \$1	0	Yes	1/1/1900	12/31/2199	7/1/2020	12/31/9999	7	17CV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Community Attendant Services (CAS)	SRO Community Attendant Services Level 1 (Non-Priority)	PAS, Level 1, CAS / SRO	ER	G0756					per hour	(EVV_PAYHOURS /1)		12/2/2006	12/31/2199	7/1/2020	12/31/9999	7	17DS	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Community Attendant Services (CAS)	SRO Community Attendant Services Level 2 (Priority)	PAS, Level 2, CAS / SRO	ER	G0755					per hour	(EVV_PAYHOURS /1)		12/2/2006	12/31/2199	7/1/2020	12/31/9999	7	17DS	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Community Attendant Services (CAS)	CDS Community Attendant Services (1929B) - Level 1 (Non-Priority)	PAS, Level 1, CAS / CDS	ER	G0749					"per \$1	0	Yes	1/1/1900	12/31/2199	7/1/2020	12/31/9999	7	17DV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Community Attendant Services (CAS)	CDS Community Attendant Services (1929B) - Level 2 (Priority)	PAS, Level 2, CAS / CDS	ER	G0748					"per \$1	0	Yes	1/1/1900	12/31/2199	7/1/2020	12/31/9999	7	17DV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Primary Home Care (PHC)	CDS-PERSONAL ASSISTANCE SERV	PAS, PHC / CDS	HC	S5125	UB				"per \$1	0	Yes	6/1/2015	12/31/2199	7/1/2020	12/31/9999	7	17V	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Deaf Blind with Multiple Disabilities (DBMD)	Respite In-Home	In Home Respite, DBMD	ER	G0100					"per day	0	Yes	1/1/1900	12/31/2199	7/1/2020	12/31/9999	16	11	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Deaf Blind with Multiple Disabilities (DBMD)	CFC PASHAB, DBMD	CFC PASHAB, DBMD	HC	T2026					per hour	(EVV_PAYHOURS /1)		6/1/2015	12/31/2199	7/1/2020	12/31/9999	16	10CFV	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Deaf Blind with Multiple Disabilities (DBMD)	CDS CFC PAS / HAB	CFC PASHAB, DBMD / CDS	HC	T2016	UC				"per \$1	0	Yes	6/1/2015	12/31/2199	7/1/2020	12/31/9999	16	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Deaf Blind with Multiple Disabilities (DBMD)	CDS Respite In-Home	In Home Respite, DBMD / CDS	HC	S9125					"per \$1	0	Yes	12/01/2008	12/31/2199	7/1/2020	12/31/9999	16	11PV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Home and Community-based Services (HCS)	CFC PASHAB	CFC PASHAB, HCS	HC	T2016					per 15 min	(EVV_PAYHOURS /25)	Yes	6/1/2015	4/30/2022	7/1/2020	4/30/2022	12	10CFV	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Home and Community-based Services (HCS)	CDS CFC PASHAB	CFC PASHAB, HCS / CDS	HC	T2016	UC				"per \$1	0	Yes	6/1/2015	4/30/2022	7/1/2020	4/30/2022	12	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Texas Home Living (T4HmL)	CFC PASHAB	CFC PASHAB, T4HmL	HC	T2016					per 15 min	(EVV_PAYHOURS /25)	Yes	6/1/2015	4/30/2022	7/1/2020	4/30/2022	15	10CFV	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Texas Home Living (T4HmL)	CDS CFC PASHAB	CFC PASHAB, T4HmL / CDS	HC	T2016	UC				"per \$1	0	Yes	6/1/2015	4/30/2022	7/1/2020	4/30/2022	15	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Home and Community-based Services (HCS)	Day Habilitation - LON 1, 5, 6, 8, 9	Day HAB, HCS	HC	T2020					"per day	0	Yes	9/1/2011	4/30/2022	12/31/9999	12/31/9999	12	10C	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Home and Community-based Services (HCS)	Hourly Respite LOC 1, 8	Hourly Respite, HCS	HC	S5150					per 15 min	(EVV_PAYHOURS /25)	Yes	2/1/2008	4/30/2022	12/31/9999	12/31/9999	12	11X	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Home and Community-based Services (HCS)	CDS Hourly Respite LOC 1	Hourly Respite, LOC 1, HCS / CDS	ZZ	M0145					"per \$1	0	Yes	2/1/2008	4/30/2022	12/31/9999	12/31/9999	12	11XV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Home and Community-based Services (HCS)	CDS Hourly Respite LOC 8	Hourly Respite, LOC 8, HCS / CDS	ZZ	M0146					"per \$1	0	Yes	2/1/2008	4/30/2022	12/31/9999	12/31/9999	12	11XV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Texas Home Living (T4HmL)	Day Habilitation - LOC 1	Day HAB, T4HmL	HC	T2020					"per day	0	Yes	2/1/2011	4/30/2022	12/31/9999	12/31/9999	15	10C	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Texas Home Living (T4HmL)	Day Habilitation - CDS - LOC 1	Day HAB, T4HmL / CDS	ZZ	M0202					"per \$1	0	Yes	2/1/2011	4/30/2022	12/31/9999	12/31/9999	15	10CV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	HHSC CARE	Texas Home Living (T4HmL)	Hourly Respite	Hourly Respite, T4HmL	HC	S5150					per 15 min	(EVV_PAYHOURS /25)	Yes	2/1/2008	4/30/2022	12/31/9999	12/31/9999	15	11X	Cures Act Personal Care Services, 1/1/2021	No
LTC	HHSC CARE	Texas Home Living (T4HmL)	CDS Hourly Respite	Hourly Respite, T4HmL / CDS	ZZ	M0241					"per \$1	0	Yes	2/1/2008	4/30/2022	12/31/9999	12/31/9999	15	11XV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Home and Community-based Services (HCS)	Day Habilitation - LN 1, 5, 6, 8, 9 - In-Home	Day HAB, HCS	HC	T2020					"per day	0	Yes	3/1/2022	5/28/2023	5/1/2022	5/28/2023	21	10C	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Home and Community-based Services (HCS)	CFC PASHAB - LOC 1, 8	CFC PASHAB, HCS	HC	T2016					per hour	(EVV_PAYHOURS /1)	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	21	10CFV	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Home and Community-based Services (HCS)	CDS CFC PASHAB - LOC 1, 8	CFC PASHAB, HCS / CDS	HC	T2016	UC				"per \$1	0	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	21	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Home and Community-based Services (HCS)	Hourly Respite - LC 1, 8 - In-Home	Hourly Respite, HCS	HC	S5150					per hour	(EVV_PAYHOURS /1)	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	21	11X	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Home and Community-based Services (HCS)	CDS Hourly Respite - LC 1, 8 - In-Home	Hourly Respite, HCS / CDS	HC	S9125					"per \$1	0	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	21	11XV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Texas Home Living (T4HmL)	DAY HABILITATION - LC 1 - In-Home	Day HAB, T4HmL	HC	T2020					"per day	0	Yes	3/1/2022	5/28/2023	5/1/2022	5/28/2023	22	10C	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Texas Home Living (T4HmL)	CFC PASHAB	CFC PASHAB, T4HmL	HC	T2016					per hour	(EVV_PAYHOURS /1)	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	22	10CFV	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Texas Home Living (T4HmL)	CDS CFC PASHAB	CFC PASHAB, T4HmL / CDS	HC	T2016	UC				"per \$1	0	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	22	10CFV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Texas Home Living (T4HmL)	CDS Day Habilitation - LC 1 - In-Home	Day HAB, T4HmL / CDS	HC	T2020	UC				"per \$1	0	Yes	3/1/2022	5/28/2023	5/1/2022	5/28/2023	22	10CV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Texas Home Living (T4HmL)	Hourly Respite - LC 1 - In-Home	Hourly Respite, T4HmL	HC	S5150					per hour	(EVV_PAYHOURS /1)	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	22	11X	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Texas Home Living (T4HmL)	CDS Hourly Respite - LC 1 - In-Home	Hourly Respite, T4HmL / CDS	HC	S9125					"per \$1	0	Yes	3/1/2022	12/31/9999	5/1/2022	12/31/9999	22	11XV	Cures Act Personal Care Services, 1/1/2021	Yes
LTC	TMHP CMS	Home and Community-based Services (HCS)	Individualized Skills and Socialization (ISS) LN 1, 5, 6, 8, 9	ISS - In Home LN 1, 5, 6, 8, 9, HCS	HC	H2014					per hour	(EVV_PAYHOURS /25)	Yes	1/1/2023	12/31/9999	3/1/2023	12/31/9999	21	23	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Texas Home Living (T4HmL)	Individualized Skills and Socialization - In-Home	ISS - In Home, T4HmL	HC	H2014					per hour	(EVV_PAYHOURS /25)	Yes	1/1/2023	12/31/9999	3/1/2023	12/31/9999	22	23	Cures Act Personal Care Services, 1/1/2021	No
LTC	TMHP CMS	Texas Home Living (T4HmL)	CDS Individualized Skills and Socialization - In-Home	ISS - In Home, T4HmL / CDS	HC	H2038					"per \$1	0	Yes	1/1/2023	12/31/9999	3/1/2023	12/31/9999	22	23V	Cures Act Personal Care Services, 1/1/2021	Yes

Informational Match Hierarchy

Match Code Hierarchy	Begin Date	End Date
EVV08,EVV07	9/1/2019	12/31/3999

HCPCS	Mod 1	Mod 2	Mod 3	Mod 4	SG	SC	DOS Effective Begin Date	DOS Effective End Date	Informational Match Code	Comment	Program	Service
T2026					2	10CFC	11/1/2019	12/31/2020	EVV07	New SPT Meeting code created.	LTC CLASS	CFC PAS/HAB
G0100					2	11	3/20/2020	12/31/2020	EVV07	COVID-19	LTC CLASS	Respite - In Home Respite - DSA
S5125					7	17	3/20/2020	12/31/2020	EVV07	COVID-19	LTC PHC	Personal Assistance Services - Level 1, 2
S5125					7	17C	3/20/2020	12/31/2020	EVV07	COVID-19	LTC Family Care - Title XX	PAS Family Care
S5125					7	17D	3/20/2020	12/31/2020	EVV07	COVID-19	LTC CAS	PAS Community Attendant Services (1929B) - LVL 1, 2
H2015	99	U1					3/20/2020	12/31/2020	EVV07	COVID-19	STAR Health, STAR Kids	FFSS - Attendant - Agency Model
H2015	99	U1	UA				3/20/2020	12/31/2020	EVV07	COVID-19	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - Agency Model
H2015	U1						3/20/2020	12/31/2020	EVV07	COVID-19	STAR Health, STAR Kids	MDCP Services - Attendant - Agency Model
H2015	U1	UA					3/20/2020	12/31/2020	EVV07	COVID-19	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - Agency Model
S5125	U3	U7					3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	CFC PAS - Agency Model (HCBS)
S5125	U5	U7					3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	CFC PAS - Agency Model (Non-HCBS)
S5125	U3						3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	PAS - Agency Model (HCBS)
S5125	U5						3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	PAS - Agency Model (Non-HCBS)
S5125	U3	U1					3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	PAS Protective Supervision - Agency Model (HCBS)
T1005	U3						3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	Respite Care - In Home - Agency Model (HCBS)
T1019	UA						3/20/2020	12/31/2020	EVV07	COVID-19	AC FFS PCS	PCS BH Condition (non-FMSA)
T1019	UD						3/20/2020	12/31/2020	EVV07	COVID-19	AC FFS, STAR Health, STAR Kids	CFC PCS Only - Agency Model
T1019	U6						3/20/2020	12/31/2020	EVV07	COVID-19	AC FFS, STAR Health, STAR Kids	PCS - Agency Model
T1019	U9						3/20/2020	12/31/2020	EVV07	COVID-19	AC FFS, STAR Health, STAR Kids	CFC HAB - Agency Model
T1019	UA	U6					3/20/2020	12/31/2020	EVV07	COVID-19	STAR Kids	PCS, BH Condition - Agency Model
T2017	U3	U7					3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	CFC Habilitation - Agency Model (HCBS)
T2017	U5	U7					3/20/2020	12/31/2020	EVV07	COVID-19	STAR+PLUS, MMP	CFC Habilitation - Agency Model (Non-HCBS)
S9125					2	11PV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC CLASS	CDS RESPITE IN HOME
T2016					2	10CFV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC CLASS	CDS CFC PAS/HAB
G0745					7	17CV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC Family Care - Title XX	PARTICIPANT - PAS FAMILY CARE CDS - LVL 2 (PRIORITY)
G0746					7	17CV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC Family Care - Title XX	PARTICIPANT PAS FAMILY CARE CDS - LVL 1 (NON-PRIORITY)
G0748					7	17DV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC CAS	CDS Community Attendant Services (1929B) - Level 2 (Priority)
G0749					7	17DV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC CAS	CDS Community Attendant Services (1929B) - Level 1 (Non-Priority)
G0753					7	17CS	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	Family Care (FC)	PARTICIPANT PAS FAMILY CARE SRO - LVL 2 (PRIORITY)
G0754					7	17CS	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	Family Care (FC)	PARTICIPANT PAS FAMILY CARE SRO - LVL 1 (NON-PRIORITY)
G0755					7	17DS	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	Community Attendant Services (CAS)	SRO Community Attendant Services Level 2 (Priority)
G0756					7	17DS	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	Community Attendant Services (CAS)	SRO Community Attendant Services Level 1 (Non-Priority)
S5125	UB				7	17V	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC PHC	CDS-PERSONAL ASSISTANCE SERVICES (PAS) - IND.
T2016					12	10CFC	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC HCS	CFC PAS/HAB
T2016	UC				12	10CFV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC HCS	CDS CFC PAS/HAB
T2016					15	10CFC	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC TxHml	CFC PAS/HAB
T2016	UC				15	10CFV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC TxHml	CDS CFC PAS/HAB
G0100					16	11	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC DBMD	Respite In-Home
S9125					16	11PV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC DBMD	CDS Respite In-Home
T2016	UC				16	10CFV	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC DBMD	CDS CFC PAS / HAB
T2026					16	10CFC	7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	LTC DBMD	CFC PAS/HAB
H2015	99	U1	UC				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	FFSS - Attendant - CDS Model
H2015	99	U1	US				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	FFSS - Attendant - SRO Model
H2015	99	U1	UA	UC			7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - CDS Model
H2015	99	U1	UA	US			7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - SRO Model
H2015	U1	UC					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	MDCP Services - Attendant - CDS Model
H2015	U1	US					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	MDCP Services - Attendant - SRO Model
H2015	U1	UA	UC				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - CDS Model
H2015	U1	UA	US				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - SRO Model
S5125	U3	UC	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC PAS - CDS Model (HCBS)
S5125	U3	UD	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC PAS - SRO Model (HCBS)
S5125	U5	UD	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC PAS - SRO Model (Non-HCBS)
S5125	U3	UC					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS - CDS Model (HCBS)
S5125	U5	UC					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS - CDS Model (Non-HCBS)
S5125	U3	UD					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS - SRO Model (HCBS)
S5125	U5	UD					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS - SRO Model (Non-HCBS)
S5125	U3	UC	U1				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS Protective Supervision - CDS Model (HCBS)
S5125	U3	UD	U1				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	PAS Protective Supervision - SRO Model (HCBS)
S5130	HK	HE					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	AC FFS AMH	Supported Home Living
S9125	HK	HE					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	AC FFS AMH	Respite (In-Home)
T1005	U3	UC					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	Respite Care - In Home - CDS Model (HCBS)
T1005	U3	UD					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	Respite Care - In Home - SRO Model (HCBS)
T1019	U7						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	AC FFS PCS CDS	PCS - CDS (FMSA)
T1019	UB						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	AC FFS PCS CDS	PCS BH Condition - CDS (FMSA)
T1019	U3						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	CFC PCS Only - CDS Model
T1019	U4						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	CFC HAB - CDS Model
T1019	U2						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	CFC HAB - SRO Model
T1019	U1						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	CFC PCS Only - SRO Model
T1019	UC						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	PCS - CDS Model
T1019	US						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	PCS - SRO Model
T1019	UA	UC					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	PCS, BH Condition - CDS Model
T1019	UA	US					7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR Health, STAR Kids	PCS, BH Condition - SRO Model
T2017	U3	UC	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC Habilitation - CDS Model (HCBS)

HCPCS	Mod 1	Mod 2	Mod 3	Mod 4	SG	SC	DOS Effective Begin Date	DOS Effective End Date	Informational Match Code	Comment	Program	Service
T2017	U5	UC	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC Habilitation - CDS Model (Non-HCBS)
T2017	U3	UD	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC Habilitation - SRO Model (HCBS)
T2017	U5	UD	U7				7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	STAR+PLUS, MMP	CFC Habilitation - SRO Model (Non-HCBS)
T2027	U9						7/1/2020	12/31/2020	EVV07	Cures Act Practice Period	AC FFS YES Waiver	Respite (In-Home)
T2027	U9	XE					7/1/2020	12/31/9999	EVV07	YES Waiver Additional Encounter	AC FFS YES Waiver	Respite (In-Home)
T2026					2	10CFC	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CLASS	CFC PAS/HAB
G0100					2	11	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CLASS	Respite - In Home Respite - DSA
S5125					7	17	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC PHC	Personal Assistance Services - Level 1, 2
S5125					7	17C	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC Family Care - Title XX	PAS Family Care
S5125					7	17D	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CAS	PAS Community Attendant Services (1929B) - LVL 1, 2
H2015	99	U1					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant - Agency Model
H2015	99	U1	UA				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - Agency Model
H2015	U1						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant - Agency Model
H2015	U1	UA					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - Agency Model
S5125	U3	U7					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - Agency Model (HCBS)
S5125	U5	U7					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - Agency Model (Non-HCBS)
S5125	U3						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - Agency Model (HCBS)
S5125	U5						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - Agency Model (Non-HCBS)
S5125	U3	U1					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS Protective Supervision - Agency Model (HCBS)
T1005	U3						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	Respite Care - In Home - Agency Model (HCBS)
T1019	UA						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS PCS	PCS BH Condition (non-FMSA)
T1019	UD						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS, STAR Health, STAR Kids	CFC PCS Only - Agency Model
T1019	U6						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS, STAR Health, STAR Kids	PCS - Agency Model
T1019	U9						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS, STAR Health, STAR Kids	CFC HAB - Agency Model
T1019	UA	U6					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Kids	PCS, BH Condition - Agency Model
T2017	U3	U7					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - Agency Model (HCBS)
T2017	U5	U7					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - Agency Model (Non-HCBS)
S9125					2	11PV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CLASS	CDS RESPITE IN HOME
T2016					2	10CFV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CLASS	CDS CFC PAS/HAB
G0745					7	17CV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC Family Care - Title XX	PARTICIPANT - PAS FAMILY CARE CDS - LVL 2 (PRIORITY)
G0746					7	17CV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC Family Care - Title XX	PARTICIPANT PAS FAMILY CARE CDS - LVL 1 (NON-PRIORITY)
G0748					7	17DV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CAS	CDS Community Attendant Services (1929B) - Level 2 (Priority)
G0749					7	17DV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC CAS	CDS Community Attendant Services (1929B) - Level 1 (Non-Priority)
G0755					7	17DS	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	Community Attendant Services (CAS)	SRO Community Attendant Services Level 2 (Priority)
G0756					7	17DS	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	Community Attendant Services (CAS)	SRO Community Attendant Services Level 1 (Non-Priority)
S5125	UB				7	17V	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC PHC	CDS-PERSONAL ASSISTANCE SERVICES (PAS) - IND.
T2016					12	10CFC	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC HCS	CFC PAS/HAB
T2016	UC				12	10CFV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC HCS	CDS CFC PAS/HAB
T2016					15	10CFC	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC TxHml	CFC PAS/HAB
T2016	UC				15	10CFV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC TxHml	CDS CFC PAS/HAB
G0100					16	11	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC DBMD	Respite In-Home
S9125					16	11PV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC DBMD	CDS Respite In-Home
T2016	UC				16	10CFV	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC DBMD	CDS CFC PAS / HAB
T2026					16	10CFC	2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	LTC DBMD	CFC PAS/HAB
H2015	99	U1	UC				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant - CDS Model
H2015	99	U1	US				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant - SRO Model
H2015	99	U1	UA	UC			2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - CDS Model
H2015	99	U1	UA	US			2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	FFSS - Attendant with RN delegation - SRO Model
H2015	U1	UC					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant - CDS Model
H2015	U1	US					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant - SRO Model
H2015	U1	UA	UC				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - CDS Model
H2015	U1	UA	US				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	MDCP Services - Attendant with RN delegation - SRO Model
S5125	U3	UC	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - CDS Model (HCBS)
S5125	U5	UC	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - CDS Model (Non-HCBS)
S5125	U3	UD	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - SRO Model (HCBS)
S5125	U5	UD	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC PAS - SRO Model (Non-HCBS)
S5125	U3	UC					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - CDS Model (HCBS)
S5125	U5	UC					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - CDS Model (Non-HCBS)
S5125	U3	UD					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - SRO Model (HCBS)
S5125	U5	UD					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS - SRO Model (Non-HCBS)
S5125	U3	UC	U1				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS Protective Supervision - CDS Model (HCBS)
S5125	U3	UD	U1				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	PAS Protective Supervision - SRO Model (HCBS)
S5130	HK	HE					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS AMH	Supported Home Living
S9125	HK	HE					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS AMH	Respite (In-Home)
T1005	U3	UC					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	Respite Care - In Home - CDS Model (HCBS)
T1005	U3	UD					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	Respite Care - In Home - SRO Model (HCBS)
T1019	U7						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS PCS CDS	PCS - CDS (FMSA)
T1019	UB						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS PCS CDS	PCS BH Condition - CDS (FMSA)
T1019	U3						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	CFC PCS Only - CDS Model
T1019	U4						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	CFC HAB - CDS Model
T1019	U2						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	CFC HAB - SRO Model
T1019	U1						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	CFC PCS Only - SRO Model
T1019	UC						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	PCS - CDS Model
T1019	US						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	PCS - SRO Model

HCPCS	Mod 1	Mod 2	Mod 3	Mod 4	SG	SC	DOS Effective Begin Date	DOS Effective End Date	Informational Match Code	Comment	Program	Service
T1019	UA	UC					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	PCS, BH Condition - CDS Model
T1019	UA	US					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR Health, STAR Kids	PCS, BH Condition - SRO Model
T2017	U3	UC	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - CDS Model (HCBS)
T2017	U5	UC	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - CDS Model (Non-HCBS)
T2017	U3	UD	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - SRO Model (HCBS)
T2017	U5	UD	U7				2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	STAR+PLUS, MMP	CFC Habilitation - SRO Model (Non-HCBS)
T2027	U9						2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS YES Waiver	Respite (In-Home)
T2027	U9	XE					2/10/2021	2/24/2021	EVV08	Natural Disaster - Winter Storm	AC FFS YES Waiver	Respite (In-Home)
T2016					12	10CFC	3/1/2022	4/30/2022	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	CFC PAS/HAB, HCS
T2016	UC				12	10CFV	3/1/2022	4/30/2022	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	CFC PAS/HAB, HCS / CDS
T2016					15	10CFC	3/1/2022	4/30/2022	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CFC PAS/HAB, TxHmL
T2016	UC				15	10CFV	3/1/2022	4/30/2022	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CFC PAS/HAB, TxHmL / CDS
T2020					21	10C	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	Day Habilitation - LN 1, 5, 6, 8, 9 - In-Home
S5150					21	11X	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	Hourly Respite - LC 1, 8 - In-Home
S9125					21	11XV	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	CDS Hourly Respite - LC 1, 8 - In-Home
T2020					22	10C	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	DAY HABILITATION - LC 1 - In-Home
T2020	UC				22	10CV	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CDS Day Habilitation - LC 1 - In-Home
S5150					22	11X	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	Hourly Respite - LC 1 - In-Home
S9125					22	11XV	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CDS Hourly Respite - LC 1 - In-Home
T2016					21	10CFC	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	CFC PAS/HAB, HCS
T2016	UC				21	10CFV	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	CFC PAS/HAB, HCS / CDS
T2016					22	10CFC	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CFC PAS/HAB, TxHmL
T2016	UC				22	10CFV	5/1/2022	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CFC PAS/HAB, TxHmL / CDS
H2014					21	23	1/1/2023	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Home and Community-based Services	Individualized Skills and Socialization (ISS) - LN 1, 5, 6, 8, 9 - In-Home EVV OHFH
H2014					22	23	1/1/2023	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	Individualized Skills and Socialization (ISS) - LN 1, 5, 6, 8, 9 - In-Home EVV OHFH
H2038					22	23V	1/1/2023	2/28/2023	EVV07	TxHmL/HCS SG 21.22	Texas Home Living (TxHmL)	CDS Individualized Skills and Socialization (ISS) - In-Home EVV OHFH

**EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Revision History**

Version	Effective Date	Revision Description
1.0	1/13/2023	First publication of proposed EVV Services for Home Health Care Services (HHCS). These services are excluded from the Cures Act Home Health Care Services and do not require EVV: -Services delivered via Telehealth -Services performed by Early Childhood Intervention (ECI) providers -Wheelchair Seating Assessment -Speech Therapy -Nursing, Physical Therapy, and Occupational Therapy services provided outside of the member's own home or the member's family home.

EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Legend

Column Title	Column Description
837P POS; 837I TOB	<p>Providers and FMSAs bill for EVV services using the ANSI ASC X12 837P or 837I 5010 electronic specifications. This field identifies the Place of Service (POS) for 837P claims or Type of Bill (TOB) for 837I claims which require the use of EVV.</p> <p>When submitting EVV claims, providers and FMSAs must follow the payer's claims submission guidelines and must input the appropriate POS or TOB based on the location of service.</p> <p>Instructions:</p> <ul style="list-style-type: none"> - "837P POS 12" means only claims with POS 12 are required to use EVV. - "837I TOB 321" means only claims with TOB 321 are required to use EVV. - N/A: Follow the program billing guidelines
Effective Date for EVV Claim Denial for No Matching Visit	<p>The begin date (based on date of service) that a claim for an EVV-relevant service will be denied when there isn't an accepted EVV visit transaction that matches the claim. The EVV visit transaction must be accepted in the EVV Portal prior to billing the claim.</p>
End Date for EVV Claim Denial for No Matching Visit	<p>The end date (based on date of service) that a claim for an EVV-relevant service will be denied when there isn't an accepted EVV visit transaction that matches the claim. The EVV visit transaction must be accepted in the EVV Portal prior to billing the claim.</p>
EVV Modifier Match Criteria	<p>The modifiers listed in the EVV Service Bill Code Tables represent the authorized service modifiers and will be the modifiers listed in the EVV systems and on EVV visit transactions.</p> <p>Some billing practices require informational pricing modifiers that must be submitted for reimbursement purposes but are not required for prior authorization. These modifiers will not be listed in the EVV systems or EVV visit transactions.</p> <p>When submitting EVV claims, providers and FMSAs must follow the program billing guidelines and use all modifiers required for reimbursement purposes.</p> <p>When submitting EVV claims, providers and FMSAs must follow the modifier position instructions in the EVV Modifier Match Criteria field for each service listed in the EVV Service Bill Code Tables.</p> <p>Instructions:</p> <ul style="list-style-type: none"> - HCPCS Only – The HCPCS is required on the claim. Providers and FMSAs can also add informational modifiers in any position and the claim will be adjudicated. - Mod 1 in any position on claim – The HCPCS and the code listed in Mod 1 are required. The code listed in Mod 1 can be used in any modifier position. Providers and FMSAs can also add informational modifiers in any position and the claim will be adjudicated. - Exact Order – The HCPCS and the codes listed in Mods 1-4 are required. The codes listed in Mods 1-4 must be submitted in the exact order listed in the EVV Service Bill Code Tables for the claim to be adjudicated. - N/A – No EVV claims matching.
EVV Required/Optional?	<p>EVV Optional services are services which are commonly delivered in situations similar to EVV required services. HHSC allows, but does not require, these services to be documented using the EVV system.</p> <p>Visits for EVV Optional services, if verified by the program provider, FMSA, or CDS employer are transmitted to the EVV Portal. Visits for EVV Optional services can be filtered in EVV Portal searches and are excluded from EVV standard reports.</p> <p>Visits for EVV Optional services are subject to the same system requirements and edits as an EVV visit.</p> <p>EVV claims matching is not performed on claims for EVV Optional services.</p> <p>Program providers, FMSAs, and CDS employers must follow Medicaid program requirements for documenting service delivery.</p> <p>Instructions:</p> <ul style="list-style-type: none"> - Required – The use of EVV is required for these services. - Optional – The use of EVV is optional for these services. Service providers may use the EVV system to capture EVV visits for these services. EVV claim matching is not performed on claims for EVV Optional services.
Healthcare Common Procedure Coding System (HCPCS)	<p>A collection of codes that represent procedures and services provided to individuals.</p>
Mod 1-4	<p>A modifier provides how the reporting physician or provider can indicate that a service or procedure has been altered by some specific circumstance but not changed in its definition or code. There can be up to 4 modifiers associated with a HCPCS code.</p>

EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Legend

Column Title	Column Description
Payer	The organization that processes the claim for payment or denial. Payers include: 1. The Texas Health and Human Services Commission (HHSC) - Claims are for EVV Acute Care services in Fee-for-Service (FFS) and processed by the Texas Medicaid & Healthcare Partnership (TMHP) Compass21 system on behalf of HHSC. 2. Long-Term Care (LTC) - Organization that processes claims for LTC services in FFS. 3. Managed Care Organization (MCO) - Organization that processes claims for services in Managed Care. HHSC will provide a date when all EVV claims for Managed Care services must be submitted to TMHP for claims matching. Once the claims matching result is obtained, the claim will be forwarded to the MCO with whom the individual member is enrolled at the time of service delivery for final processing.
Proc Code Qualifier	Procedure code for the service.
Procedure Effective Begin Date	The date when the service billing code became available for use in the Texas Medicaid Program. The date corresponds to the service delivery date, not the claim submission date.
Procedure Effective End Date	The date when the service billing code is no longer to be used. The date corresponds to the service delivery date, not the claim submission date. If the date is 12/31/9999 this means that there is no effective end date.
Program	The name of the program which services are available.
Service	The description of the service.
Service Code	A code that identifies the LTC service within the program and is only used in the FFS programs for LTC.
Service Group	A code that identifies the LTC program for the service and is only used in the FFS programs for LTC.
Unit Type	The amount of time assigned to a single unit when delivering the service to a member e.g. 15 minute increments, one hour increments.
Units Matched During EVV Claims Matching?	A 'Yes' or 'No' in this column indicates if the number of Units on the EVV-relevant claim is matched to the number of Units on the EVV visit transaction. Some services are not designed for this type of match.

EVV HHCS Service Bill Codes - January 13, 2023 v1.0

Acronyms

Acronym	Description
837I	ANSI ASC X12 5010 Institutional Claims
837P	ANSI ASC X12 5010 Professional Claims
AC	Acute Care
C21	Compass 21
CDS	Consumer Directed Services
CFC	Community First Choice
CLASS	Community Living Assistance and Support Services
CMBHS	Clinical Management for Behavioral Health Services
CMS	Claims Management System
DBMD	Deaf-Blind with Multiple Disabilities
EVV	Electronic Visit Verification
FFS	Fee-for-Service
FMSA	Financial Management Services Agencies
HCBS	Home and Community-Based Services
HCBS-AMH	Home and Community-Based Services–Adult Mental Health
HCPCS	Healthcare Common Procedure Coding System
HCS	Home and Community-Based Services 1915(c) waiver program
HHCS	Home Health Care Services
HHS	Home Health Service
HHSC	Health and Human Services Commission
LOC	Level of Care
LPN	Licensed Practical Nurse
LTC	Long-term Care
LVN	Licensed Vocational Nurse
MCO	Managed Care Organization
MDCP	Medically Dependent Children Program
MMP	Medicare-Medicaid Plan
OHFH	Own Home or Family Home
OT	Occupational Therapy
PCS	Personal Care Services
POS	Place of Service
PT	Physical Therapy
RN	Registered Nurse
SRO	Service Responsibility Option
STAR	State of Texas Access Reform
TOB	Type of Bill
TxHmL	Texas Home Living

EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Managed Care

Payer	Program	Service	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Units Matched During EVV Claims Matching?	837P POS; 837I TOB	Procedure Effective Begin Date	Procedure Effective End Date	EVV Required/Optional?	Effective Date for EVV Claim Denial for No Matching Visit	End Date for EVV Claim Denial for No Matching Visit	EVV Modifier Match Criteria
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	NURSING - HHS OF RN EA 15 MIN	HC	G0299					per 15 min	No	837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	NURSING - HHS OF LPN EA 15 MIN	HC	G0300					per 15 min	No	837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	NURSING - HHS OF AIDE EA 15 MIN	HC	G0156					per 15 min	No	837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - ELECTRIC STIMULATION THERAPY	HC	97014	GO				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - ELECTRIC STIMULATION THERAPY	HC	97014	GP				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - PHYSICAL MEDICINE PROCEDURE	HC	97799	GO				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - PHYSICAL MEDICINE PROCEDURE	HC	97799	GP				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - ELECTRICAL STIMULATION	HC	97032	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT -ELECTRICAL STIMULATION	HC	97032	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - THERAPEUTIC EXERCISES	HC	97110	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - THERAPEUTIC EXERCISES	HC	97110	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - NEUROMUSCULAR REEDUCATION	HC	97112	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - NEUROMUSCULAR REEDUCATION	HC	97112	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - GAIT TRAINING THERAPY	HC	97116	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - GAIT TRAINING THERAPY	HC	97116	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - THERAPEUTIC PROCEDURE	HC	97124	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - THERAPEUTIC PROCEDURE	HC	97124	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - MANUAL THERAPY 1/> REGIONS	HC	97140	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - MANUAL THERAPY 1/> REGIONS	HC	97140	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - THERAPEUTIC ACTIVITIES	HC	97530	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - THERAPEUTIC ACTIVITIES	HC	97530	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - SELF CARE MNGMT TRAINING	HC	97535	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - SELF CARE MNGMT TRAINING	HC	97535	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - COMMUNITY/WORK REINTEGRATION	HC	97537	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - COMMUNITY/WORK REINTEGRATION	HC	97537	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - WHEELCHAIR MNGMT TRAINING	HC	97542	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - WHEELCHAIR MNGMT TRAINING	HC	97542	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	OT - PHYSICAL PERFORMANCE TEST	HC	97750	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR, STAR Kids, Star Health, STAR+PLUS, MMP	PT - PHYSICAL PERFORMANCE TEST	HC	97750	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
MCO	STAR Health, STAR Kids	RN Assessment of delegation of PCS tasks	HC	G0162	U1				per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Kids	RN Assessment of delegation of PCS tasks (MDCP)	HC	G0162	U1	U6			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids	RN Assessment of delegation of CFC tasks	HC	G0162	U2				per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Kids	RN Assessment of delegation of CFC tasks (MDCP)	HC	G0162	U2	U6			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids	RN Training and Supervision of Delegated tasks	HC	G0495					per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Kids	RN Training and Supervision of Delegated tasks (MDCP)	HC	G0495	U6				per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care LVN, (Agency)	HC	T1005	TE	U1			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care LVN, Service (SRO)	HC	T1005	TE	U2			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care LVN, (CDS)	HC	T1005	TE	UC			per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized LVN, (Agency)	HC	T1005	TE	U7	U1		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized LVN, (SRO)	HC	T1005	TE	U7	U2		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized LVN, (CDS)	HC	T1005	TE	U7	UC		per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care RN, (Agency)	HC	T1005	TD	U1			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order

EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Managed Care

Payer	Program	Service	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Units Matched During EVV Claims Matching?	837P POS; 837I TOB	Procedure Effective Begin Date	Procedure Effective End Date	EVV Required/Optional?	Effective Date for EVV Claim Denial for No Matching Visit	End Date for EVV Claim Denial for No Matching Visit	EVV Modifier Match Criteria
MCO	STAR Health, STAR Kids (MDCP)	Respite Care provided by a RN, (SRO)	HC	T1005	TD	U2			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care provided by a RN, (CDS)	HC	T1005	TD	UC			per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized RN, (Agency)	HC	T1005	TD	U7	U1		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized RN, (SRO)	HC	T1005	TD	U7	U2		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	Respite Care Specialized RN, (CDS)	HC	T1005	TD	U7	UC		per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS LVN, (Agency)	HC	S9482	TE	U1			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS LVN, (SRO)	HC	S9482	TE	U2			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS LVN, (CDS)	HC	S9482	TE	UC			per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized LVN, (Agency)	HC	S9482	TE	U7	U1		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized LVN, (SRO)	HC	S9482	TE	U7	U2		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized LVN, (CDS)	HC	S9482	TE	U7	UC		per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS RN (Agency)	HC	S9482	TD	U1			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS RN (SRO)	HC	S9482	TD	U2			per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS RN (CDS)	HC	S9482	TD	UC			per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized RN, (Agency)	HC	S9482	TD	U7	U1		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized RN, (SRO)	HC	S9482	TD	U7	U2		per 15 min	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR Health, STAR Kids (MDCP)	FFSS Specialized RN, (CDS)	HC	S9482	TD	U7	UC		per 15 min	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Nursing Services - RN Agency	HC	S9123	U3				per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Nursing Care - RN Agency (Specialized)	HC	S9123	U3	UA			per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	CDS Nursing Care - RN	HC	S9123	U3	UC			per hour	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	CDS Nursing Care - RN (Specialized)	HC	S9123	U3	UC	UA		per hour	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	SRO Nursing Care - RN	HC	S9123	U3	UD			per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	SRO Nursing Care - RN (Specialized)	HC	S9123	U3	UD	UA		per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Nursing Care - LVN Agency	HC	S9124	U3				per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Nursing Care - LVN Agency (Specialized)	HC	S9124	U3	UA			per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	CDS Nursing Care - LVN	HC	S9124	U3	UC			per hour	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	CDS Nursing Care - LVN (Specialized)	HC	S9124	U3	UC	UA		per hour	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	SRO Nursing Care - LVN	HC	S9124	U3	UD			per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	SRO Nursing Care - LVN (Specialized)	HC	S9124	U3	UD	UA		per hour	Yes	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Occupational Therapy Agency	HC	S9129	U3				Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Occupational Therapy / CDS	HC	S9129	U3	UC			Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Occupational Therapy / SRO	HC	S9129	U3	UD			Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Physical Therapy Agency	HC	S9131	U3				Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Physical Therapy / CDS	HC	S9131	U3	UC			Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR+PLUS HCBS, MMP	Physical Therapy / SRO	HC	S9131	U3	UD			Per Occurrence	No	837P POS 12; 837I TOB 321	12/1/2022	12/31/9999	Required	1/1/2024	12/31/9999	Exact Order
MCO	STAR, STAR Kids, Star Health, STAR+PLUS	Private Duty Nursing (PDN)	HC	T1000					per 15 min	No	N/A	9/1/2019	12/31/2199	Optional	N/A	N/A	N/A

EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Acute Care Fee-for-Service

Payer	Program	Service	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Units Matched During EVV Claims Matching?	837P POS; 837I TOB	Procedure Effective Begin Date	Procedure Effective End Date	EVV Required /Optional?	Effective Date for EVV Claim Denial for No Matching Visit	End Date for EVV Claim Denial for No Matching Visit	EVV Modifier Match Criteria
HHSC	HCBS AMH	NURSING - RN-Skilled Care in the Client's Home	HC	S9123	HK				per hour	Yes	837P POS 12	5/1/2020	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	HCBS AMH	NURSING - LVN-Skilled Care in the Client's Home	HC	S9124	HK				per hour	Yes	837P POS 12	5/1/2020	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Nursing	NURSING - HHS OF AIDE EA 15 MIN	HC	G0156					per 15 min	No	837I TOB 321	10/16/2003	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
HHSC	Nursing	NURSING - HHS OF RN EA 15 MIN	HC	G0299					per 15 min	No	837I TOB 321	1/1/2016	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
HHSC	Nursing	NURSING - HHS OF LPN EA 15 MIN	HC	G0300					per 15 min	No	837I TOB 321	1/1/2016	12/31/9999	Required	1/1/2024	12/31/9999	HCPCS Only
HHSC	Therapy	OT - PHYSICAL MEDICINE PROCEDURE	HC	97799	GO				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - PHYSICAL MEDICINE PROCEDURE	HC	97799	GP				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - ELECTRIC STIMULATION THERAPY - Licensed Therapist	HC	97014	GO				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - ELECTRIC STIMULATION THERAPY	HC	97014	GP				Per Occurrence	No	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - ELECTRICAL STIMULATION	HC	97032	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT -ELECTRICAL STIMULATION	HC	97032	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - THERAPEUTIC EXERCISES	HC	97110	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - THERAPEUTIC EXERCISES	HC	97110	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - NEUROMUSCULAR REEDUCATION	HC	97112	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - NEUROMUSCULAR REEDUCATION	HC	97112	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - GAIT TRAINING THERAPY	HC	97116	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - GAIT TRAINING THERAPY	HC	97116	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - THERAPEUTIC PROCEDURE	HC	97124	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - THERAPEUTIC PROCEDURE	HC	97124	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - MANUAL THERAPY 1/> REGIONS	HC	97140	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - MANUAL THERAPY 1/> REGIONS	HC	97140	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - THERAPEUTIC ACTIVITIES	HC	97530	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - THERAPEUTIC ACTIVITIES	HC	97530	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - SELF CARE MNGMENT TRAINING	HC	97535	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - SELF CARE MNGMENT TRAINING	HC	97535	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - COMMUNITY/WORK REINTEGRATION	HC	97537	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - COMMUNITY/WORK REINTEGRATION	HC	97537	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - WHEELCHAIR MNGMENT TRAINING	HC	97542	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - WHEELCHAIR MNGMENT TRAINING	HC	97542	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	OT - PHYSICAL PERFORMANCE TEST	HC	97750	GO				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Therapy	PT - PHYSICAL PERFORMANCE TEST	HC	97750	GP				per 15 min	Yes	837P POS 12; 837I TOB 321	9/1/2019	12/31/9999	Required	1/1/2024	12/31/9999	Mod 1 in any position on claim
HHSC	Nursing	Private Duty Nursing (PDN)	HC	T1000					per 15 min	No	N/A	9/1/2019	12/31/2199	Optional	N/A	N/A	N/A

**EVV HHCS Service Bill Codes - January 13, 2023 v1.0
Long-term Care Fee-for-Service**

Payer	Program	Service	Proc Code Qualifier	HCPCS	mod 1	mod 2	mod 3	mod 4	Unit Type	Units Matched During EVV Claims Matching?	Service Group	Service Code	Procedure Effective Begin Date	Procedure Effective End Date	Effective Date for EVV Claim Denial for No Matching Visit	End Date for EVV Claim Denial for No Matching Visit	EVV Modifier Match Criteria
LTC	CLASS	Occupational Therapy	HC	G0152	GO				per hour	Yes	2	7	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	Physical Therapy	HC	G0151	GP				per hour	Yes	2	8	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	Nursing Services by LPN/LVN	HC	T1003					per hour	Yes	2	13A	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Nursing LVN	HC	T1003	UC	TE			per \$1	No	2	13AV	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	Nursing Services - RN	HC	T1002					per hour	Yes	2	13B	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Nursing RN	HC	T1002	UC	TD			per \$1	No	2	13BV	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	Specialized Nursing RN	HC	T1002	TG	TD			per hour	Yes	2	13C	1/1/2008	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Specialized Nursing RN	HC	T1002	TG	UC	TD		per \$1	No	2	13CV	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	Specialized Nursing LVN	HC	T1003	TG	TE			per hour	Yes	2	13D	1/1/2008	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Specialized Nursing LVN	HC	T1003	TG	UC	TE		per \$1	No	2	13DV	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Occupational Therapy	HC	G0152	UC				per \$1	No	2	7V	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	CLASS	CDS Physical Therapy	HC	G0151	UC				per \$1	No	2	8V	8/1/2009	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Occupational Therapy	HC	G0152	GO				per hour	Yes	16	7	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Physical Therapy	HC	G0151	GP				per hour	Yes	16	8	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Nursing Services - LVN	HC	T1003					per hour	Yes	16	13A	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Nursing Services - RN	HC	T1002					per hour	Yes	16	13B	1/1/1900	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Specialized Nursing RN	HC	T1002	TG	TD			per hour	Yes	16	13C	1/1/2008	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	DBMD	Specialized Nursing LVN	HC	T1003	TG	TE			per hour	Yes	16	13D	1/1/2008	12/31/2199	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Occupational Therapy - LC 1, 8	HC	S8990	GO				per hour	Yes	21	7	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Physical Therapy - LC 1, 8	HC	S8990	GP				per hour	Yes	21	8	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Nursing Services LVN - LC 1, 8	HC	T1003					per hour	No	21	13A	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	CDS Nursing Services - LVN - LOC 1, 8	HC	T1003	UC				per \$1	No	21	13AV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Nursing Services - RN - LC 1, 8	HC	T1002					per hour	No	21	13B	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	CDS Nursing Services - RN - LOC 1, 8	HC	T1002	UC				per \$1	No	21	13BV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Nursing Services Specialized RN - LC 1, 8	HC	T1002	TG				per hour	No	21	13C	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	CDS Nursing Services Specialized - RN - LOC 1, 8	HC	T1002	TG	UC			per \$1	No	21	13CV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	Nursing Services Specialized LVN - LC 1, 8	HC	T1003	TG				per hour	No	21	13D	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	HCS	CDS Nursing Services Specialized - LVN - LOC 1, 8	HC	T1003	TG	UC			per \$1	No	21	13DV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Occupational therapy - LC 1	HC	S8990	GO				per hour	Yes	22	7	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Physical therapy - LC 1	HC	S8990	GP				per hour	Yes	22	8	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Nursing Services LVN - LC 1	HC	T1003					per hour	No	22	13A	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Nursing Services - LVN - LOC 1	HC	T1003	UC				per \$1	No	22	13AV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Nursing Services RN - LC 1	HC	T1002					per hour	No	22	13B	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Nursing Services - RN - LOC 1	HC	T1002	UC				per \$1	No	22	13BV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Nursing Services Specialized RN - LC 1	HC	T1002	TG				per hour	No	22	13C	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Nursing Services Specialized - RN - LOC 1	HC	T1002	TG	UC			per \$1	No	22	13CV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	Nursing Services Specialized LVN - LC 1	HC	T1003	TG				per hour	No	22	13D	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Nursing Services Specialized - LVN - LOC 1	HC	T1003	TG	UC			per \$1	No	22	13DV	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Occupational Therapy - LC 1	ER	M0232					per \$1	No	22	7V	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order
LTC	TxHmL	CDS Physical Therapy - LC 1	ER	M0235					per \$1	No	22	8V	3/1/2022	12/31/9999	1/1/2024	12/31/9999	Exact Order

The current LTC nursing, occupational therapy, and physical therapy bill codes combinations will become the EVV codes used when providing service in the member's home or member's family home. When the new codes are published, the service description of the current bill code combinations will be updated to indicate EVV is required.

HHSC Electronic Visit Verification (EVV) Technical Documentation
Appendix C - EVV Visit Transaction Layout
Version 3.0
Published Date: 01/02/2023
Effective Date: 08/01/2023

NOTE: Starting with Proprietary System v3.0 and State Pool System v10.0 business rules, data elements shown as Retired will no longer be used in the EVV Aggregator. The EVV System is not required to populate these fields as of the effective date of the business rules. New fields added to the EVV Visit Transaction File are shown in blue.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
Header record	1	This header record contains HHSC approved EVV vendor data transfer headers for all extract data elements contained in this file.		0				
File record	1	PROVIDER_TIN	Required Field	30	Varchar			Provider Taxpayer Identification Number: A unique Identifier assigned by the Social Security Administration or Internal Revenue Service (IRS) to a Program Provider or Financial Management Services Agency (FMSA) for tax purposes.
File record	2	PROVIDER_NPI	Conditionally Required	10	Varchar			Provider National Provider Identifier (NPI): A Health Insurance Portability and Accountability Act (HIPAA) mandated unique identifier assigned by the Centers for Medicare and Medicaid Services (CMS) to a healthcare Program Provider or Financial Management Services Agency (FMSA)
File record	3	PROVIDER_API	Conditionally Required	10	Varchar			Provider Atypical Provider Identifier (API): A unique identifier assigned to a Program Provider or Financial Management Services Agency (FMSA) who does not provide healthcare services (i.e. Respite, transportation). <u>Medicaid or State Issued API number</u>
File record	4	PROVIDER_TPI	Retired	9	Varchar			<u>Texas Provider Identifier (TPI): A unique identifier assigned by the Claims Administrator to a Program Provider or Financial Management Services Agency (FMSA) delivering Acute Care fee-for-service services in Texas.</u>
File record	5	PROVIDER_LEGALNAME	Required	50	Varchar			Provider Legal Name: Provider Agency or Financial Management Services Agency (FMSA) legal name.
File record	6	PROVIDER_DBA	Optional	50	Varchar			Provider Doing Business As Name: Program Provider or Financial Management Services Agency (FMSA) Doing Business As name. This is a name that a person or business uses, other than their official name, in order to transact business.
File record	7	PROVIDER_CONTRACTNUMBER	Conditionally Required	9	Number			Provider Contract Number: A unique number assigned by HHSC when a Program Provider/FMSA contracts directly with HHSC to provide Long Term Services and Supports (aka Long Term Care) program services.
File record	8	PROVIDER_ADDRESS1	Retired	50	Varchar			<u>Provider Address Line 1: Mailing address for the Program Provider or Financial Management Services Agency (FMSA). This address may be the same for many different office locations.</u>
File record	9	PROVIDER_ADDRESS2	Retired	50	Varchar			<u>Provider Address Line 2: Additional mailing address information for the Program Provider or Financial Management Services Agency (FMSA). This address may be the same for many different office locations.</u>
File record	10	PROVIDER_CITY	Retired	50	Varchar			<u>Provider City: The city where the Program Provider or Financial Management Services Agency (FMSA) address is located.</u>
File record	11	PROVIDER_STATE	Retired	2	Varchar			<u>Provider State: The state where the Program Provider or Financial Management Services Agency (FMSA) address is located.</u>

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	12	PROVIDER_ZIP	Retired	5	Number			Provider Zip: The zip code for which the Program Provider or Financial Management Services Agency (FMSA) address is located.
File record	13	PROVIDER_LOCATIONID	Retired	30	Varchar			Provider Location Identification: A number assigned by the Program Provider or Financial Management Services Agency (FMSA) for a particular physical address from which services are provided.
File record	14	PROVIDER_REGION	Retired	2	Number			HHSC Provider Region: The location of where the Program Provider or Financial Management Services Agency (FMSA) is located. HHSC Medicaid LTC has 11 regions.
File record	15	PROVIDER_EVVEFFDATE	Retired	8	Date	MMDDYYYY		Provider Electronic Visit Verification Effective Date: The date the Program Provider or Financial Management Services Agency (FMSA) became effective in the EVV System. This is the first verified visit date by the Program Provider or FMSA.
File record	16	PROVIDER_EVVENDDATE	Retired	8	Date	MMDDYYYY		Provider Electronic Visit Verification End Date: The date the Program Provider or Financial Management Services Agency (FMSA) terminates from the EVV System.
File record	17	EMPLOYEE_EMPLOYEEID	Required	30	Varchar			Service Provider Identification: An identifier assigned to the Service Provider by his or her employer for HR and payroll purposes.
File record	18	EMPLOYEE_SOCSEC_VISA_PASSPORT	Required	54	Varchar			Service Provider Social Security Visa Passport: It consists of the last four digits of a Service Provider's SSN or passport number concatenated with the Service Provider's last name.
File record	19	EMPLOYEE_EMPLOYEEIDISCIPLINE	Required	30	Varchar		Attendant Certified Nurse Aide Home Health Aide Licensed Vocational Nurse Occupational Therapist Occupational Therapist Asst Other Physical Therapist Physical Therapist Asst Registered Nurse	Service Provider Discipline: Credentials of the Service Provider.
File record	20	EMPLOYEE_FIRSTNAME	Required	50	Varchar			Service Provider First Name: The Service Provider's first name.
File record	21	EMPLOYEE_LASTNAME	Required	50	Varchar			Service Provider Last Name: The Service Provider's last name.
File record	22	EMPLOYEE_EVVID	Required	30	Varchar			Electronic Visit Verification Identification: The Service Provider EVV System identifier number. This Identifier is assigned by the EVV System.
File record	23	EMPLOYEE_STARTDATE	Retired	8	Date	MMDDYYYY		Service Provider Start Date: The Service Provider start date. This is the date when the Service Provider became active on the EVV System.
File record	24	EMPLOYEE_ENDDATE	Retired	8	Date	MMDDYYYY		Service Provider End Date: The Service Provider end date. This is the date when the Service Provider was terminated on the EVV System.
File record	25	EMPLOYEE_EVVUSERID	Conditionally Required	30	Varchar			Electronic Visit Verification User Identification: This is the unique identifier assigned by the EVV System and used by the System User to access the EVV System to perform Visit Maintenance. This identifier and Password are required credentials for logging onto the EVV System.
File record	26	EMPLOYEE_EVVUSERFIRSTNAME	Conditionally Required	50	Varchar			Electronic Visit Verification User First Name: The first name of the System User that last performed Visit Maintenance.
File record	27	EMPLOYEE_EVVUSERLASTNAME	Conditionally Required	50	Varchar			Electronic Visit Verification User Last Name: The last name of the System User that last performed Visit Maintenance.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	28	EMPLOYEE_CDSEMPLOYEREVID	Conditionally Required	30	Varchar			Consumer Directed Services Employer Electronic Visit Verification Identification: CDS employer identifier (if different from the individual receiving services e.g., a parent or guardian) assigned by the EVV System.
File record	29	EMPLOYEE_CDSEMPLOYERFIRSTNAME	Conditionally Required	50	Varchar			Consumer Directed Services Employer First Name: CDS employer first name (if different from the individual receiving services- e.g. a parent or guardian).
File record	30	EMPLOYEE_CDSEMPLOYERLASTNAME	Conditionally Required	50	Varchar			Consumer Directed Services Employer Last Name: CDS employer last name (if different from the individual receiving services- e.g. a parent or guardian).
File record	31	INDVMBR_PAYOR	Required	4	Varchar		AET, AGP, BCB, CFC, CHS, CKC, CMC, DRC, HHSC, LTC, MOL, SHP, TXC, UHC, CHC, SFT, FP1, PRK, SCW, FCR	Individual/Member Payor: A unique identifier assigned to the payor, which is obtained through the Payer Plan Code Web Service.
File record	32	INDVMBR_FIRSTNAME	Required	50	Varchar			Individual/Member First Name: The first name of the individual/member receiving services.
File record	33	INDVMBR_LASTNAME	Required	50	Varchar			Individual/Member Last Name: The last name of the individual/member receiving services.
File record	34	INDVMBR_MEDICAIDID	Required	9	Varchar			Invoice Individual/Member Medicaid Identification: The individual's/member's Medicaid ID number.
File record	35	INDVMBR_MEMBERDOB	Required	8	Date	MMDDYYYY		Individual/Member Date of Birth: The individual's/member's date of birth.
File record	36	INDVMBR_MEMBEREVID	Required	30	Varchar			Individual/Member Electronic Visit Verification Identification: The unique individual /Member's EVV System identifier number. This identifier is assigned by the EVV System.
File record	37	INDVMBR_STARTDATE	Retired	8	Date	MMDDYYYY		Individual/Member Start Date: The start date of when the individual/member became Medicaid eligible.
File record	38	INDVMBR_ENDDATE	Retired	8	Date	MMDDYYYY		Individual/Member End Date: The end date of when the individual/member became Medicaid eligible.
File record	39	INDVMBR_PRIORITY	Retired	1	Varchar			Individual/Member Priority: A numerical value assigned to the individual/member by the Program Provider or Financial Management Services Agency (FMSA) based on their level of need. https://hhs.texas.gov/laws-regulations/handbooks/hcs/section-5000-level-care-level-need
File record	40	INDVMBR_PHONE	Conditionally Required	10	Varchar			Individual/Member Phone: The primary phone number registered for EVV phone calls for the individual/member receiving services.
File record	41	INDVMBR_ALTPHONE	Optional	10	Varchar			Individual/Member Alternative Phone: A secondary (additional) landline phone number registered for EVV landline telephone calls to the individual/member receiving services.
File record	42	INDVMBR_ALTPHONE2	Optional	10	Varchar			Individual/Member Alternative Phone 2: Another secondary (additional) landline phone number registered for EVV landline telephone calls to the individual/member receiving services.
File record	43	MCO_MBR_SDA	Conditionally Required	2	Varchar			Managed Care Organization (MCO) Plan code for which the member is enrolled. Member MCO Plan Code is available in the Payer Plan Code Web Service.
File record	44	INDVMBR_ADDRESS_LATITUDE	Conditionally Required	50	Varchar			Individual/Member Address Latitude: The latitude of the individual's/member's address. This is pre saved information in the EVV System (Based on the individual/member's address)
File record	45	INDVMBR_ADDRESS_LONGITUDE	Conditionally Required	50	Varchar			Individual/Member Address Longitude: The longitude of the individual's/member's address. This is pre saved information in the EVV System (Based on the individual/member's address)

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	46	INDVMBR_TOTAL_AUTHUNITS	Retired	11	Number	NNNNNNNN.NN		Individual/Member Total Authorized Units: The total number of units authorized for an individual/member for a service to be delivered for a given time period.
File record	47	AUTH_UNITS_TYPE	Retired	10	Varchar			Individual/Member Authorized Units Type: The type of units authorized. Can be daily, weekly, monthly or per auth.
File record	48	INDVMBR_TOTAL_AUTHUNITSREMAINING	Retired	11	Number	NNNNNNNN.NN		Individual/Member Total Authorized Units Remaining: The total number of units remaining for an individual/member for a service to be delivered for a given time period. This is the value after the delivery of the units of service.
File record	49	VISIT_VISITID	Required	30	Varchar			Electronic Visit Verification Visit Identification: A unique ID number assigned to the EVV Visit by the EVV System.
File record	50	VISIT_SCHEDULEID	Optional	30	Varchar			Schedule Identification: A unique identifier number assigned to the scheduled visit by the EVV System.
File record	51	VISIT_VISITDATE	Optional	8	Date	MMDDYYYY		Scheduled Visit Date: The date that the System User scheduled the Service Provider to perform services for the individual/member. Captured for a Daily Fixed Schedule or a Daily Variable Schedule. Weekly Variable Schedule Begin Date is populated for Weekly Variable Schedule. Null for No Schedule.
File record	52	VISIT_VISITTIMEIN	Optional	17	Date	MMDDYYYY HH:MM AM		Scheduled Visit Time In: Scheduled service delivery start time in date/time format.
File record	53	VISIT_VISITTIMEOUT	Optional	17	Date	MMDDYYYY HH:MM AM		Scheduled Visit Time Out: Service delivery stop time in date/time format. Captured for a Daily Fixed Schedule or a Daily Variable Schedule. Null for Weekly Variable Schedule or No Schedule.
File record	54	VISIT_VISITHOURS	Optional	5	Number	NN.NN		Scheduled Visit Hours: Duration of services provided to the individual/member, shown as a decimal (Example: 1.25). Captured for a Daily Fixed Schedule or a Daily Variable Schedule. Total Weekly Scheduled Hours is populated for Weekly Variable Schedule. Null for No Schedule.
File record	55	VISIT_VISITLOCATION	Optional	50	Varchar		Member Home, Community, Family Home, Neighbor Home	Scheduled Visit Location: The scheduled location where services are to be provided.
File record	56	VISIT_SVCGRP	Conditionally Required	3	Number		Full list can be found on HHSC Service Group/Service Code List	Visit Service Group: A code assigned by HHSC for the Long Term Services and Supports (aka Long Term Care) fee-for-service program through which the Individual is receiving services.
File record	57	EVV_SVCCODE	Conditionally Required	50	Varchar			Visit Service Code: A code to denote a specific service or category of service within the Long Term Services and Supports (aka Long Term Care) fee-for-service program at HHSC. Example: HHSC Service Code- Specific services provided within a program (Svc Grp 7+Svc Code 17C = Family Care, but Svc Grp 7+ Svc Code 17CV = Family Care in the Consumer Directed Services (CDS) option)
File record	58	EVV_HCPCS_CODE	Required	30	Varchar			The Healthcare Common Procedure Coding System (HCPCS) Code: A medical code set that identifies health care procedures, equipment, and supplies for claim submission purposes.
File record	59	EVV_MODIFIER	Optional	30	Varchar			The Healthcare Common Procedure Coding System (HCPCS) Modifier: Two alphanumeric characters that are appended to the HCPCS codes to differentiate between services. There may be none or up to four modifiers for the HCPCS codes.
File record	60	EVV_VISITDATE	Required	8	Date	MMDDYYYY		Actual Visit Date; EVV_VisitDate (actual visit) must be on or after Visit_VisitDate (scheduled visit)

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	61	EVV_CREATEDDATETIME	Required	17	Date	MMDDYYYY HH:MM AM		Created Date/Time: The date/time stamp assigned by the EVV System on the date a valid clock in and clock out or the date a manual visit is created in the EVV System.
File record	62	EVV_PHONE	Conditionally Required	10	Varchar			Electronic Visit Verification Phone: The phone number used to Clock in for an Electronically Generated visit. Must be null for a manually entered (GUI) visit.
File record	63	EVV_CALLINTIME	Conditionally Required	17	Date	MMDDYYYY HH:MM AM		Actual Call In Time: The date/time the Service Provider actually called in indicating service delivery started. Must be captured from an HHSC approved electronic verification method (Landline, Mobile or Alternative device). Must be Null for manually entered (GUI) visits. Must be captured in central time zone.
File record	64	EVV_CALLOUTTIME	Conditionally Required	17	Date	MMDDYYYY HH:MM AM		Actual Call Out Time: The date/time the Service Provider actually called in indicating service delivery ended. Must be captured from an HHSC approved electronic verification method (Landline, Mobile or Alternative device). Must be Null for manually entered (GUI) visits. Must be captured in central time zone.
File record	65	EVV_ACTUALHOURS	Conditionally Required	5	Number	NN.NN		Actual Hours: EVV System calculated duration in Hours and Minutes (NN.NN) Difference between electronically captured EVV_CALLINTIME and EVV_CALLOUTTIME. Must be Null for manually entered (GUI) visits.
File record	66	EVV_PAYHOURS	Required	5	Number	NN.NN		Calculated as the difference between the Bill Time Out and Bill Time In, rounded to the nearest quarter hour increment.
File record	67	EVV_UNITS	Required	11	Number	NNNNNNNN. NN		Electronic Visit Verification Units: The number of units calculated by the EVV System using the EVV_PAYHOURS (Bill Hours) and the Unit Type in the Bill Code Table for the service on the visit.
File record	68	EVV_VISITLOCATION	Required	50	Varchar		Member Home, Community, Family Home, Neighbor Home	Actual Clock In Visit Location: The location where services are being provided during Clock In.
File record	69	EVV_VISIT_LATITUDE_IN	Conditionally Required	50	Varchar			Electronic Visit Verification Visit Latitude In: The latitude of the visit location using the GPS location on a mobile method for the call in time. Data may be Null unless a mobile method approved by HHSC was used.
File record	70	EVV_VISIT_LONGITUDE_IN	Conditionally Required	50	Varchar			Electronic Visit Verification Visit Longitude In: The longitude of the visit location using the GPS location on a mobile method for the call in time. Must be captured when a mobile device is used.
File record	71	EVV_LEARNED_LOCATION	Retired	1	Varchar			Electronic Visit Verification Learned Location: An indicator that specifies if an EVV location was learned via mobile method coordinates. Data may be Null unless a mobile method approved by HHSC was used. Must be captured when a mobile device is used.
File record	72	EVV_LAT_LONG_MATCH_IN	Optional	1	Varchar	Y,N	Y,N	Latitude Longitude Match In: System assigned. Indicates that the Visit clock in latitude and longitude match the Member Home Geo-location.
File record	73	EVV_INPUTMETHOD_IN	Required	50	Varchar		Landline Alternative Device Mobile Method GUI	Electronic Visit Verification Input Method In: The method used for clock in. Must be 'GUI' for manually entered visits.
File record	74	EVV_INPUTMETHOD_OUT	Required	50	Varchar		Landline Alternative Device Mobile Method GUI	Electronic Visit Verification Input Method Out: The method used for clock out. Must be 'GUI' for manually entered visits.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	75	EVV_ALTERNATIVEDEVICEID	Conditionally Required	50	Varchar			Electronic Visit Verification Alternative Device Identification: The serial number or unique device identifier for an alternative device.
File record	76	EVV_REASONCODE1	Conditionally Required	3	Number			Electronic Visit Verification Reason Code 1: The first reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	77	EVV_REASONCODE1DESC	Conditionally Required	50	Varchar			Electronic Visit Verification Reason Code 1 Description: A narrative description of the EVV Reason Code 1 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	78	EVV_REASONCODE1COMMENT	Conditionally Required	500	Varchar			Electronic Visit Verification Reason Code 1 Comment: Additional comments regarding the EVV Reason Code 1 value.
File record	79	EVV_REASONCODE2	Optional	3	Number			Electronic Visit Verification Reason Code 2: The second reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	80	EVV_REASONCODE2DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 2 Description: A narrative description of the EVV Reason Code 2 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	81	EVV_REASONCODE2COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 2 Comment: Additional comments regarding the EVV Reason Code 2 value.
File record	82	EVV_REASONCODE3	Optional	3	Number			Electronic Visit Verification Reason Code 3: The third reason code that explains why maintenance occurred on an EVV transaction.
File record	83	EVV_REASONCODE3DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 3 Description: A narrative description of the EVV Reason Code 3 value. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	84	EVV_REASONCODE3COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 3 Comment: Additional comments regarding the EVV Reason Code 3 value.
File record	85	EVV_REASONCODE4	Optional	3	Number			Electronic Visit Verification Reason Code 4: The fourth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	86	EVV_REASONCODE4DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 4 Description: A narrative description of the EVV Reason Code 4 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	87	EVV_REASONCODE4COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 4 Comment: Additional comments regarding the EVV Reason Code 4 value.
File record	88	EVV_REASONCODE5	Optional	3	Number			Electronic Visit Verification Reason Code 5: The fifth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	89	EVV_REASONCODE5DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 5 Description: A narrative description of the EVV Reason Code 5 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	90	EVV_REASONCODE5COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 5 Comment: Additional comments regarding the EVV Reason Code 5 value.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	91	EVV_REASONCODE6	Optional	3	Number			Electronic Visit Verification Reason Code 6: The sixth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	92	EVV_REASONCODE6DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 6 Description: A narrative description of the EVV Reason Code 6 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	93	EVV_REASONCODE6COMMENT	Optional	500	Varchar			Reason Code Full Comment Text field - full text entry Electronic Visit Verification Reason Code 6 Comment: Additional comments regarding the EVV Reason Code 6 value.
File record	94	EVV_REASONCODE7	Optional	3	Number			Electronic Visit Verification Reason Code 7: The seventh reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	95	EVV_REASONCODE7DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 7 Description: A narrative description of the EVV Reason Code 7 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	96	EVV_REASONCODE7COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 7 Comment: Additional comments regarding the EVV Reason Code 7 value.
File record	97	EVV_REASONCODE8	Optional	3	Number			Electronic Visit Verification Reason Code 8: The eighth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	98	EVV_REASONCODE8DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 8 Description: A narrative description of the EVV Reason Code 8 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	99	EVV_REASONCODE8COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 8 Comment: Additional comments regarding the EVV Reason Code 8 value.
File record	100	EVV_REASONCODE9	Optional	3	Number			Electronic Visit Verification Reason Code 9: The ninth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	101	EVV_REASONCODE9DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 9 Description: A narrative description of the EVV Reason Code 9 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	102	EVV_REASONCODE9COMMENT	Optional	500	Varchar			Reason Code Full Comment Text field - full text entry Electronic Visit Verification Reason Code 9 Comment: Additional comments regarding the EVV Reason Code 9 value.
File record	103	EVV_REASONCODE10	Optional	3	Number			Electronic Visit Verification Reason Code 10: The tenth reason code that explains why maintenance occurred on an EVV transaction. Refer to the HHSC EVV Reason Codes Table for valid values.
File record	104	EVV_REASONCODE10DESC	Optional	50	Varchar			Electronic Visit Verification Reason Code 10 Description: A narrative description of the EVV Reason Code 10 value. There is a preset combination of Reason Code and Reason Code Descriptions. Refer to the HHSC EVV Reason Codes Table for valid values.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	105	EVV_REASONCODE10COMMENT	Optional	500	Varchar			Electronic Visit Verification Reason Code 10 Comment: Additional comments regarding the EVV Reason Code 10 value.
File record	106	EVV_OVERALLREASONCODE	Retired	2	Varchar		Null, P, NP	HHSC no longer uses the Overall Reason Code field. This field should be populated as Null. If a value is captured, it must be a "P" or "NP".
File record	107	EVV_VISITNOTES	Optional	500	Varchar			Visit Notes: Additional information (if any) related to the visit, needs to be added to the Visit Notes field.
File record	108	EVV_LASTVISITMAINT	Conditionally Required	17	Date	MMDDYYYY HH:MM AM		Last Visit Maintenance: The date that the System User made the most recent change to one or more fields within the EVV Visit Transaction after the System User/Service Provider initially documented the Visit. The fields identified as impacting the last visit maintenance date are documented in the HHSC EVV Policy Handbook.
File record	109	EVV_UPLOADINDICATOR	Retired	2	Varchar			Electronic Visit Verification Upload Indicator: An indicator that specifies if a visit was finalized and uploaded (transferred) to the EVV Aggregator.
File record	110	EVV_LASTUPLOAD	Retired	17	Date	MMDDYYYY HH:MM AM		Electronic Visit Verification Last Upload: The last date a visit was finalized and uploaded (transferred) to the EVV Aggregator.
File record	111	EVV_VENDORID	Required	30	Varchar			Electronic Visit Verification Vendor Identification: EVV System name. EVV_VendorID is assigned by MES Service Provider. EVV_VendorID must match the EVV System ID of the submitter of the batch file. EVV_VendorID is first part of the incoming file name.
File record	112	EVV_FILEEXPORTID	Required	30	Varchar			Electronic Visit Verification File Export Identification: A specific upload identifier assigned to each data file export by the EVV System.
File record	113	EVV_DONOTEXPORTINDICATOR	Retired	1	Varchar			Electronic Visit Verification Do Not Export Indicator: An indicator that specifies if a visit has been manually flagged by a Program Provider or Financial Management Services Agency (FMSA) to not export to the EVV Aggregator.
File record	114	EVV_AUTOCONFIRMFLAG	Required	2	Varchar			Electronic Visit Verification Auto Confirm Flag: An indicator that specifies if a visit was auto-verified by the EVV System and no visit maintenance was required. Flag should be set to 'Y' if visit initially auto-verified. Flag should be set to 'N' if visit did not initially auto-verify. Flag should not change with an update to the visit.
File record	115	EVV_VISITRECORDINDICATOR	Required	30	Varchar		New Updated Cancelled	Electronic Visit Verification Visit Record Indicator: An indicator that specifies the status of the EVV visit transaction.
File record	116	EVV_VISIT_LATITUDE_OUT	Conditionally Required	50	Varchar			Electronic Visit Verification Visit Latitude Out: The latitude of the GPS location on a mobile method for the clock out. Must be captured when a mobile device is used.
File record	117	EVV_VISIT_LONGITUDE_OUT	Conditionally Required	50	Varchar			Electronic Visit Verification Visit Longitude Out: The longitude of the GPS location on a mobile method for the clock out. Must be captured when a mobile device is used.
File record	118	EVV_MATERIAL_VM_CHANGE	Retired	1	Varchar	Y,N	Y,N	Visit Maintenance Material Change: Indicates if a Material visit maintenance change was made.
File record	119	EVV_MATERIAL_VM_FIELD_ID	Retired	50	Varchar			Visit Maintenance Material Change Field Identification: Lists the Field identifier of each 'material change' field that was updated during visit maintenance, delimited by a comma.
File record	120	EVV_LAT_LONG_MATCH_OUT	Optional	1	Varchar	Y,N	Y,N	Latitude Longitude Match: System assigned. Indicates that the Visit clock out latitude and longitude match the Member Home Geo-location.

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	121	VISIT_SCHEDULE_TYPE	Required	50	Varchar		Weekly Variable Schedule, Daily Variable Schedule, Daily Fixed Schedule, No Schedule, Alternate Schedule	Schedule Type: The type of Schedule. Can be Weekly Variable Schedule, Daily Variable Schedule, Daily Fixed Schedule, No Schedule, Alternate Schedule.
File record	122	EVV_PHONE_OUT	Conditionally Required	10	Varchar			EVV Phone Out: The phone number used to Clock Out for an electronically generated visit. Must be null for a manually entered (GUI) visit.
File record	123	EVV_VISITLOCATION_OUT	Required	50	Varchar		Member Home, Community, Family Home, Neighbor Home	Actual Clock Out Visit Location: The location where services are being provided during Clock Out.
File record	124	EVV_BILL_TIME_IN	Required	17	Date	MMDDYYYY HH:MM AM		EVV Bill Time In: The actual electronic clock in date/time, or if the electronic clock in time is missing from the Visit, the System User must enter the clock in time in this field. May be modified to downward adjust Bill Hours.
File record	125	EVV_BILL_TIME_OUT	Required	17	Date	MMDDYYYY HH:MM AM		EVV Bill Time Out: The actual electronic clock out date/time, or if the electronic clock out time is missing from the Visit, the System User must enter the clock out time in this field. May be modified to downward adjust Bill Hours.
File record	126	EVV_ROUNDED_ACTUALHOURS	Required	5	Number	NN.NN		EVV Rounded Actual Hours: EVV system must round actual hours according to EVV Policy rounding rules. Visits with actual hours of seven minutes or less must be recorded as zero. Must be null for manually entered (GUI) visits.
File record	127	EVV_SERVICE_DELIVERY_ADDRESS_IN	Conditionally Required	50	Varchar			EVV Service Delivery Address In: Street Address of the home where services were delivered when EVV_VISITLOCATION is the Member Home, Family Home or Neighbor Home.
File record	128	EVV_SERVICE_DELIVERY_CITY_IN	Conditionally Required	50	Varchar			EVV Service Delivery City In: City of the Home address where services were delivered when EVV_VISITLOCATION is the Member home, Family home or Neighbor home.
File record	129	EVV_SERVICE_DELIVERY_STATE_IN	Conditionally Required	2	Varchar			EVV Service Delivery State In: State of the Home address where services were delivered when EVV_VISITLOCATION is the Member home, Family home or Neighbor home.
File record	130	EVV_SERVICE_DELIVERY_ZIP_IN	Conditionally Required	5	Number			EVV Service Delivery ZIP Code In: ZIP Code of the Home address where services were delivered when EVV_VISITLOCATION is the Member home, Family home or Neighbor home.
File record	131	EVV_SERVICE_DELIVERY_ADDRESS_OUT	Conditionally Required	50	Varchar			EVV Service Delivery Address Out: Street Address of the Home where services were delivered when EVV_VISITLOCATION_OUT is the Member home, Family home or Neighbor home.
File record	132	EVV_SERVICE_DELIVERY_CITY_OUT	Conditionally Required	50	Varchar			EVV Service Delivery City Out: City of the Home address where services were delivered when EVV_VISITLOCATION_OUT is the Member home, Family home or Neighbor home.
File record	133	EVV_SERVICE_DELIVERY_STATE_OUT	Conditionally Required	2	Varchar			EVV Service Delivery State Out: State of the Home address where services were delivered when EVV_VISITLOCATION_OUT is the Member home, Family home or Neighbor home.
File record	134	EVV_SERVICE_DELIVERY_ZIP_OUT	Conditionally Required	5	Number			EVV Service Delivery ZIP Code Out: ZIP Code of the Home address where services were delivered when EVV_VISITLOCATION_OUT is the Member home, Family home or Neighbor home.
File record	135	VISIT_AUTHORIZATION_NUMBER	Optional	30	Varchar			MCO or HHSC authorization identifier. This should be the same identifier sent to HHSC for the MCO authorization data (need to get the exact name).
File record	136	EVV_CDS_OPTION	Conditionally Required	1	Number			The option selected by CDS employer on Form 1722. Must be 4 when Form 1722 is not submitted by CDS employer.
File record	137	EVV_UNROUNDED_PAYHOURS	Required	5	Number			EVV Unrounded Bill (Pay) Hours: EVV System must calculate EVV Unrounded Bill Hours by subtracting Bill Time In from Bill Time Out with no rounding.
File record	138	EVV_1	Optional	50	Varchar			Temporary field for future use

Type of Record	Position of Data Element	Extract Data Element	Required Field Indicator	Length	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Comments
File record	139	EVV 2	Optional	100	Varchar			Temporary field for future use
File record	140	EVV 3	Optional	500	Varchar			Temporary field for future use
File record	141	EVV 4	Optional	500	Varchar			Temporary field for future use

Revision History

Version	Date	Description
1	9/18/2020	Published with PSO v1.1 and EVV Vendor v8.0 Business Rules
2	2/25/2022	Published with PSO v2.0 and EVV Vendor v9.0 Business Rules Revised Comments column for following fields: Actual Call In Time, Actual Call Out Time, Pay Hours, Updated Comments field descriptions for consistency with other appendices Removed TMHP internal only columns (Transformation Logic, Table Name, Field Name, GUI Interface, GUI Field Name) - N/A for EVV Systems Removed reference to Void which is not longer a valid value for EVV_VISITRECORDINDICATOR
3	1/2/2023	Published with PSO v3.0 and EVV Vendor v10.0 Business Rules

HHSC Electronic Visit Verification (EVV) Technical Documentation
 Appendix F - Prior Authorization Web Service and File Layout (Fee For Service Only)
 Version 3.0
 Published Date: 01/02/2023
 Effective Date: 08/01/2023

Type of Record	Position of Data Element	Extract Data Element	Length	Beginning Position	Ending Position	Field Type	Format	Valid Values for Fields/ Derived Values for Fields	Transformation Logic	Comments	Table Name	Field Name	GUI Interface	GUI Field Name
Input	1	medicaidID	9			STRING								
Input	2	asOfDate	19			DATETIME								
Output	3	errorMessage	N/A			STRING		Unexpected System Error	Return 'Unexpected System Error' if there is a system error when trying to match on the input parameters and build a return object.					
Output	4	validationErrors	N/A			STRING			<p>* Format validation for MedicaidID Validation: 9 digit numerical Then the system passes validation Else the system sets Validation Error Message</p> <p>Validation Error Message: The Medicaid ID is not in a valid format.</p> <p>* Range validation for AsOfDate Validation: If the AsOfDate field is >= '04/01/2015' Then the system passes the validation Else the system throws a Validation Error Message</p> <p>Validation Error Message: The AsOfDate field needs to be greater than or equal to 04/01/2015.</p> <p>* Validate MedicaidID and AsOfDate Combination Validation: If the search using the input parameters (As defined in the Values column of the input parameters) yield result(s) in AuthorizationResult Then the system passes the validation Else the system throws a Validation Error Message Validation Error Message:</p>					
authorizationResultType CAN REPEAT MULTIPLE TIMES														
Output	5	authorizationResultType	25			STRING		LongTermCareAuthorization,						
Output	6	indvMbrPayor	4			STRING		HHSC,LTC	AcuteCareAuthorization: HHSC LongTermCareAuthorization: LTC					
Output	7	indvMbrMedicaidID	9			STRING				AcuteCareAuthorization: ELG_CLIENT LongTermCareAuthorization: SRVC_AUTH	AcuteCareAuthorization: PATIENT_CONTROL_NO LongTermCareAuthorization: FK_CL_CLIENT_ID			
Output	8	indvMbrFirstName	15			STRING				AcuteCareAuthorization: ELG_CLIENT	AcuteCareAuthorization: FIRST_NAME			
Output	9	indvMbrLastName	25			STRING				AcuteCareAuthorization: ELG_CLIENT	AcuteCareAuthorization: LAST_NAME			
Output	10	indvMbrMemberDOB				DATETIME				AcuteCareAuthorization: ELG_CLIENT	AcuteCareAuthorization: BIRTH_DATE			
Output	11	indvMbrProgram	4			STRING		HHSC,LTC	AcuteCareAuthorization: HHSC LongTermCareAuthorization: LTC					
Output	12	mcoMbrPlanCode	2			STRING			Blank					
Output	13	providerTIN	9			STRING			LongTermCareAuthorization: When CONTRACT.PAYEE_ID_NBR digit 1 is not equal to 2, save digits 2-10 as TIN, else blank	AcuteCareAuthorization: PRV_PL_PGM_ASG_TAX LongTermCareAuthorization: CONTRACT	AcuteCareAuthorization: FK_PROV_IRS_NO LongTermCareAuthorization: PAYEE_ID_NBR			
Output	14	providerNPI	10			STRING			AcuteCareAuthorization: If FK_PROVIDER_NPI first character is digit then save as NPI, else blank LongTermCareAuthorization: If NATIONAL_PROV_NBR first character is digit then save as NPI, else blank	AcuteCareAuthorization: AUT_AUTH_DETAIL LongTermCareAuthorization:CONTRACT	AcuteCareAuthorization: FK_PROVIDER_NPI LongTermCareAuthorization: NATIONAL_PROV_NBR			
Output	15	providerAPI	10			STRING			AcuteCareAuthorization: If FK_PROVIDER_NPI first character is digit then save as NPI, else blank LongTermCareAuthorization: If NATIONAL_PROV_NBR first character is digit then save as NPI, else blank	AcuteCareAuthorization: AUT_AUTH_DETAIL LongTermCareAuthorization:CONTRACT	AcuteCareAuthorization: FK_PROVIDER_NPI LongTermCareAuthorization:NATIONAL_PROV_NBR			
Output	16	providerTPI	9			STRING			Required if AuthorizationResultType = AcuteCareAuthorization	AcuteCareAuthorization: AUT_AUTH_DETAIL	AcuteCareAuthorization: FK_PROVIDER_TPI+FK_PRAC_LOC_CODE			
Output	17	evvhcpsCode	7			STRING			Required if AuthorizationResultType = AcuteCareAuthorization	AcuteCareAuthorization: AUT_AUTH_DETAIL	AcuteCareAuthorization: FK_PROC_CODE_SUB			
Output	18	evvModifier	5			STRING			Required if AuthorizationResultType = AcuteCareAuthorization	AcuteCareAuthorization: AUT_AUTH_DETAIL	AcuteCareAuthorization: FK_SUB1_MOD_CD+FK_SUB2_MOD_CD			
Output	19	authNumber	10			STRING			Required if AuthorizationResultType = AcuteCareAuthorization	AcuteCareAuthorization: AUT_AUTH_HEADER	AcuteCareAuthorization: AUTHORIZATION_NUM			

Output	20	indvMbrAuthStartDate	19			DATETIME					AcuteCareAuthorization: AUT_AUTH_DETAIL LongTermCareAuthorization:	AcuteCareAuthorization: FROM_SERVICE_DT LongTermCareAuthorization:		
Output	21	indvMbrAuthEndDate	19			DATETIME					AcuteCareAuthorization: AUT_AUTH_DETAIL LongTermCareAuthorization:	AcuteCareAuthorization: THRU_SERVICE_DT LongTermCareAuthorization:		
Output	22	indvMbrTotalAuthUnits	11			STRING					AcuteCareAuthorization: AUT_AUTH_DETAIL LongTermCareAuthorization:	AcuteCareAuthorization: APP_SRV_UNIT_NUM_H LongTermCareAuthorization:		
Output	23	remainingServiceUnits	11			STRING			Blank					
Output	24	authUnitsType	8			STRING			AcuteCareAuthorization: Database value "D" = Auth response value "DAILY" Database value "W" = Auth response value "WEEKLY" Database value "M" = Auth response value "MONTHLY" Database value "Blank" = Auth response value "PER AUTH" LongTermCareAuthorization: Format: Database value - Auth response value Database value "D" = Auth response value "DAILY" Database value "W" = Auth response value "WEEKLY" Database value "M" = Auth response value "MONTHLY" Database value "P" = Auth response value "PER AUTH" DAILY,WEEKLY,MONTHLY,YEARLY,PER AUTH		AcuteCareAuthorization: AUT_DTL_PER_LIMIT LongTermCareAuthorization: SRVC_AUTH	AcuteCareAuthorization: FK_FREQ_PERIOD_CD LongTermCareAuthorization: FK_UTC_UNIT_TYPE		
Output	25	contractNumber	9			STRING			Required if AuthorizationResultType = LongTermCareAuthorization		LongTermCareAuthorization: SRVC_AUTH	LongTermCareAuthorization: FK_CN_CONTRACT_NBR		
Output	26	serviceGroup	5			STRING			Required if AuthorizationResultType = LongTermCareAuthorization		LongTermCareAuthorization: SRVC_AUTH	LongTermCareAuthorization: FK_SG_SRVC_GRP		
Output	27	serviceCode	5			STRING			Required if AuthorizationResultType = LongTermCareAuthorization		LongTermCareAuthorization: SRVC_AUTH	LongTermCareAuthorization: FK_SC_SRVC_CD		

Revision History

Version	Date	Description
1	9/18/2020	Published with PSO v1.1 and EVV Vendor v8.0 Business Rules
2	2/25/2022	Published with PSO v2.0 and EVV Vendor v9.0 Business Rules
3	1/2/2023	Published with PSO v3.0 and EVV Vendor v10.0 Business Rules



TEXAS
Health and Human Services

**Attachment A:
Contract Affirmations**

HEALTH AND HUMAN SERVICES
Contract Number HHS001105500001
Attachment A **CONTRACT AFFIRMATIONS**

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as “Contractor”) regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,*" published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor’s offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state’s Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state’s Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

44. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

48. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote

access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

49. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

50. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

51. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

53. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

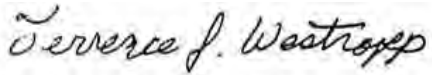
Authorized representative on behalf of Contractor must complete and sign the following:

Accenture State Healthcare Services, LLC

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.



11/03/2022

Signature of Authorized Representative

Date Signed

Terrence J. Westropp

COO - Accenture State Healthcare Services

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

Title of Authorized Representative

323 Congress Ave.

Austin, TX 78701

Physical Street Address

City, State, Zip Code

Same as Physical Address

Same as Physical Address

Mailing Address, if different

City, State, Zip Code

(512) 732-5938

(512) 506-0580

Phone Number

Fax Number

terrence.j.westropp@accenture.com

13-782-0580

Email Address

DUNS Number

46-5536511

1-72-0542904-0

Federal Employer Identification Number

Texas Identification Number (TIN)

32054106110

801674906

Texas Franchise Tax Number

**Texas Secretary of State Filing
Number**

N/A

SAM.gov Unique Entity Identifier (UEI)



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Vendor

Version 3.3

Effective: July 2022

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Contractor](#)” means the Party selected to provide the goods or Services to the State under this Contract.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency's advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor Subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



TEXAS

Health and Human Services

**Health and Human Services (HHS)
Additional Provisions
Version 1.0
Effective: November 7, 2019**

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ADDITIONAL PROVISIONS

The terms and conditions of these Additional Provisions are incorporated into and made a part of the Contract. Capitalized items used in these Additional Provisions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions.

1. HHSC VENDOR ACCESS

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the Work, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the Work, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

2. HHSC APPROVAL OF STAFFING

- A. Contractor shall not employ or contract with or permit the employment of unfit or unqualified persons or persons not skilled in the tasks assigned to them. The Contractor shall at all times employ sufficient labor to carry out functions and services in the manner and time prescribed by the Contract. The Contractor shall be responsible to HHSC for the acts and omissions of the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors and the Contractor shall enforce strict discipline among the Contractor's employees, agents (including, but not limited to, lobbyists) and Subcontractors performing the services under the Contract.
- B. Any person employed by the Contractor shall, at the written request of HHSC, and within HHSC's sole discretion, be removed immediately by the Contractor from work relating to the Contract.

3. TURNOVER PLAN

HHSC, in its sole discretion, may require Contractor to develop and submit a Turnover Plan at any time during the term of the Contract. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describe Contractor's policies and procedures that will ensure:

- i. The least disruption in the delivery of the Work during Turnover to HHSC or its designee; and
- ii. Full cooperation with HHSC or its designee in transferring the Work and the obligations of the Contract.

4. TURNOVER ASSISTANCE

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the Work and the obligations of the Contract to another vendor or to perform the Work by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

5. DISCOUNTS

If Contractor at any time during the term of the Contract provides a discount on the final contract costs, Contractor will notify HHSC in writing at least ten (10) calendar days prior to the effective date of the discount. HHSC will generate a Purchase Order Change Notice and send a revised Purchase Order to Contractor.

6. ELECTRICAL ITEMS

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

7. NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- A. Contractor shall immediately report in writing to its assigned HHSC contract manager when Contractor learns of or has any reason to believe it or any person with ownership or controlling interest in Contractor, or their agent, employee, subcontractor or volunteer who is providing services under this Contract has:
 - i. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 - ii. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- B. Contractor shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

8. NOTICE OF IRS OR TWC INSOLVENCY

Contractor shall notify in writing its assigned HHSC contract manager of any insolvency, incapacity or outstanding unpaid obligations of Contractor owed to the Internal Revenue Service or the State of Texas, or any agency or political subdivision of the State of Texas within five days of the date of Contractor's becoming aware of such.

9. NOTICE OF A LICENSE ACTION

- Contractor shall notify its assigned HHSC contract manager of any action impacting Contractor's license to provide services under this Contract within five days of becoming aware of the action and include the following:
- i. Reason for such action;
 - ii. Name and contact information of the local, state or federal department or agency or entity;
 - iii. Date of the license action; and
 - iv. License or case reference number.

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TEXAS
Health and Human Services

**Attachment E:
Federal Assurances (Non-Construction Programs)**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chief Operating Officer
APPLICANT ORGANIZATION Accenture State Healthcare Services	DATE SUBMITTED 11/01/2022



TEXAS
Health and Human Services

**Attachment F:
Certification Regarding Lobbying**

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*** APPLICANT'S ORGANIZATION**

Accenture State Healthcare Services LLC

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

Prefix: Mr.

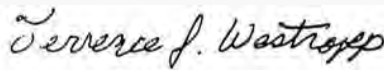
* First Name: Terrence

Middle Name: J

* Last Name: Westropp

Suffix:

* Title: Chief Operating officer

*** SIGNATURE:***** DATE:** 11/01/2022



TEXAS

Health and Human Services

**Exhibit B, Health and Human Services
(HHS) Uniform Terms and Conditions -
Vendor**

Version 3.2

Effective: April 2021

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“Attachment” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“Contractor” means the Party selected to provide the goods or Services to the State under this Contract.

“Deliverable” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Goods” means supplies, materials, or equipment.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“Health and Human Services” or “HHS” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;

- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Contractor, collectively.

“[Party](#)” means either the System Agency or Contractor, individually.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Contractor’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“[Third Party IP](#)” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“[Work](#)” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“[Work Order](#)” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“[Work Product](#)” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Contractor in connection with Contractor’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Contractor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Contractor to offset overpayments, unallowable or ineligible costs made to the Contractor, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Contractor to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Contractor has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Contractor, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Contractor received from System Agency for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and,
- iii. Take necessary action to ensure that Contractor's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Contractor has reviewed the General Affirmations and that Contractor is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Contractor certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal assurances and that Contractor is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Contractor certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Contractor has reviewed the federal certifications and that Contractor is in compliance with all requirements. In addition, Contractor certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Contractor hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Contractor agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to System Agency, Contractor hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third-Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 CONTRACTOR'S PRE-EXISTING WORKS

- A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were created by Contractor or that Contractor acquired rights in prior to the Effective Date of this Contract (“**Incorporated Pre-existing Works**”), Contractor retains ownership of such Incorporated Pre-existing Works.
- B. Contractor hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Contractor represents, warrants, and covenants to System Agency that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to System Agency, or shall obtain from the applicable third party for System Agency’s benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency’s internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third-Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Contractor shall obtain System Agency’s advance written approval prior to incorporating any Third-Party IP into the Work Product, and Contractor shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Contractor shall provide System Agency all supporting documentation demonstrating Contractor’s compliance with this **Section 5.3**, including without limitation documentation indicating a third party’s written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor’s compliance with Contractor’s obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency’s request, Contractor shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor’s failure to timely deliver such Work Product is a material breach of the Contract. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor’s activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Contractor shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Contractor's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Contractor is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to System Agency within ten (10) calendar days of Contractor's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Contractor or Contractor's employees, agents, Subcontractors, and suppliers, Contractor shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Contractor shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Contractor shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Contractor's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. WORK ORDERS

7.1 WORK ORDERS

If the Contract is for indefinite quantities of Services, as specified in the Signature Document, all Work will be performed in accordance with properly executed Work Orders.

7.2 PROPOSALS

For Work Order contracts, the Contractor shall submit to System Agency separate proposals, including pricing and a project plan, for each Project.

7.3 RESPONSIBILITY

For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned.

7.4 TERMINATION

If this Work Order is in effect on the day the Contract would otherwise expire, the Contract will remain in effect until this Work Order is terminated or expires; and the Contract and this Work Order may be amended after such termination or expiration to

extend the performance period or add ancillary deliverables or services, only to the extent necessary.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Contractor shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Contractor shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Contractor for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.

- E. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Contractor must provide to System Agency upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Contractor shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

8.5 CONFIDENTIALITY

Contractor shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Contractor under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Contractor.

ARTICLE IX. CONTRACT REMEDIES AND EARLY TERMINATION

9.1 CONTRACT REMEDIES

To ensure Contractor's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Contractor accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Contractor to take specific actions in order to remain in compliance with the Contract;

- iii. recouping payments made by the System Agency to the Contractor found to be in error;
- iv. suspending, limiting, or placing conditions on the Contractor's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Contractor no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

9.4 CONTRACTOR RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Contractor shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT.

- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Contractor or any other entity under the Contract.**

10.2 INTELLECTUAL PROPERTY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY CONTRACTOR OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE CONTRACT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. CONTRACTOR AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.**
- C. CONTRACTOR SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS'**

FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

11.2 INSURANCE

- A. Unless otherwise specified in this Contract, Contractor shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Contractor shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Contractor shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

11.3 LIMITATION ON AUTHORITY

- A. The authority granted to Contractor by the System Agency is limited to the terms of the Contract.
- B. Contractor shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Contractor may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency

programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Contractor, the Contractor shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

11.4 LEGAL OBLIGATIONS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

11.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.6 E-VERIFY PROGRAM

Contractor certifies that for Contracts for Services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Contractor to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Contractor to perform Work pursuant to the Contract within the United States of America.

11.7 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract.

Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

11.8 SUBCONTRACTORS

Contractor may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the Contract. Should Contractor subcontract any of the services required in the Contract, Contractor expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for

ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

11.9 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Contractor nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Contractor shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and System Agency.

11.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

11.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.13 FORCE MAJEURE

Neither Contractor nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to

avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Contractor's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Contractor shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Contractor which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 MEDIA RELEASES

- A. Contractor shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.17 NO MARKETING ACTIVITIES

Contractor is prohibited from using the Work for any Contractor or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

11.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

11.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

11.22 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.

- B. Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Contractor agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- E. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Contractor shall provide HHSC's Civil Rights Office with copies of the Contractor's civil rights policies and procedures.
- G. Contractor must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
 HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 Fax: (512) 438-5885
 Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Contractor shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.24 DISCLOSURE OF LITIGATION

- A. The Contractor must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Contractor. “Threatened litigation” as used herein shall include governmental investigations and civil investigative demands. “Litigation” as used herein shall include administrative enforcement actions brought by governmental agencies. The Contractor must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, “material” refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Contractor’s financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

11.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.



**Attachment O:
Supplemental Services Plan for Implementation of
HHSC EVV Business Rules (Version 10.0)**

ATTACHMENT O, SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF HHSC EVV BUSINESS RULES (VERSION 10.0)

BACKGROUND: ATTACHMENT N, **HHSC EVV BUSINESS RULES (VERSION 10.0)**, of the Contract includes requirements to support the use of EVV for Home Health Care Services (“HHCS”), which HHSC must implement by January 1, 2024. Failure to implement EVV for HHCS by January 1, 2024 will result in a significant reduction of federal Medicaid funding for the State. HHSC requires Contractor to implement the HHSC EVV Business Rules (version 10.0) as part of the initial State Pool System go-live to provide HHCS stakeholders sufficient time to onboard, train, and practice using the State Pool System - as modified in compliance with the requirements of **ATTACHMENT N** - prior to January 1, 2024.

SUPPLEMENTAL SERVICES PLAN: In response to HHSC’s Supplemental Services request through the Change Order Request process specified in Section 8.4.2.5 (Supplemental Services) of HHSC Request for Offers No. HHS00011055, Contractor shall provide the following Supplemental Services for the following fees and costs:

1. Additional Service Price.

The total fees and costs for all Supplemental Services is **\$466,940.00**. All expenditures shall be in accordance with the Supplemental Services fees and costs identified in **ATTACHMENT L, FINAL PRICING WORKBOOK**, and **ATTACHMENT M, FEE SCHEDULES**, of the Contract.

2. Detailed Pricing.

A detailed breakdown of the fixed fee price for the Supplemental Services is set forth in **ATTACHMENT L, FINAL PRICING WORKBOOK**.

3. Level of Effort (Service Hours).

The level of effort to complete the Supplemental Services to implement **ATTACHMENT N, HHSC EVV BUSINESS RULES (VERSION 10.0)** is estimated to be **3,150 hours**.

4. Service Levels Associated with the Supplemental Services.

The Supplemental Services will be subject to the service levels, as applicable, in the Contract. No additional service level requirements are added to the Contract for the provision of the Supplemental Services.

5. Schedule for Commencing and Completing the Supplemental Services.

HHSC and Contractor will mutually agree upon an implementation schedule for the Supplemental Services after the Contract Effective Date. Contractor shall complete all Supplemental Services within five (5) months from the Contract Effective Date and prior to the Operations Start Date. Contractor shall use an Agile process for the Supplemental Services and complete implementation in ten (10) sprints. Each sprint shall be scheduled in advance in coordination with HHSC.

6. No New Hardware or Software.

No additional hardware or software will be provided in connection with the provision of these Supplemental Services.

7. No Additional Software, Hardware, or Other Resources.

The additional resources required for the provision of Supplemental Services are specified in **ATTACHMENT L, FINAL PRICING WORKBOOK**. No additional hardware or software is required for the provision of the Supplemental Services. All Supplemental Services shall be developed as-

**ATTACHMENT O, SUPPLEMENTAL SERVICES PLAN FOR IMPLEMENTATION OF
HHSC EVV BUSINESS RULES (VERSION 10.0)**

a-service for HHSC as part of the Contractor's Solution.

8. Risks Associated with the Provision of Supplemental Services.

The EVV State Pool System implementation shall be completed no later than five (5) months after the Contract Effective Date. Implementation of ATTACHMENT N, HHSC EVV BUSINESS RULES (VERSION 10.0) is designed, in part, to support federal HHCS expansion requirements by the January 1, 2024 federal deadline. Two (2) groups of end-users will be onboarded to the State Pool System: one group of end-users will transition from the two legacy EVV State Pool Systems while the other group of end-users will be (new) end-users who have not previously used EVV in Texas. Contractor shall collaborate with HHSC to develop a comprehensive communication and training approach to mitigate risks associated with transitioning current EVV end-users to the new EVV environment and onboarding the end-users new to EVV in general.

9. Developed Materials.

No Developed Materials will be created through the provision of the Supplemental Services, and the provision of Supplemental Services will not alter any ownership rights included in the Contract.

10. An Analysis and Estimate of the Operational Impacts Related to the Supplemental Services.

Communication and training will be required for all end-users impacted by the new rules. This effort is included in the resources and fees associated with the Supplemental Services.