# FIRST AMENDMENT
# to the
# KANSAS MEDICAL ELIGIBILITY DETERMINATION (K-MED) SYSTEM CONTRACT
# between
# KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
# and
# ACCENTURE, LLP

**Expansion of K-MED Scope to include Kansas Department of Social and Rehabilitation Services Avenues Project**

The above referenced agreement entered into by and between the Secretary of the Kansas Department of Health and Environment, hereinafter referred to as KDHE, and Accenture LLP ("Contractor" or "Accenture") beginning August 29, 2011 ("Original Agreement") is hereby amended by agreement of the parties (this "Amendment").

1. **Background:**

   The Kansas Department of Social and Rehabilitation Services (SRS) had begun work on developing a Human Services eligibility system (Avenues) to use for Temporary Assistance to Families (TAF), Supplemental Nutritional Assistance Program (SNAP), Low Income Energy Assistance Program (LIEAP), Childcare, and similar programs separate from the K-MED system. After review of the estimated cost and time for development of Avenues as a standalone project; SRS entered into discussions with the K-MED executive team to add the Avenues Statement of Work to the K-MED project as an optional scope element. The Contractor would then expand the K-MED development to meet the requirements for the K-MED and SRS eligibility systems and leverage the development work the Contractor had begun, with the final result of creating a single eligibility system for both KDHE and SRS.

2. **Expanded Statement of Work:**

   KDHE, Accenture and SRS have agreed to exercise the SRS Implementation Services and Model Office optional scope elements as indicated in the Fixed Price Schedule (Exhibit I of the Contract, Attachment A to this amendment) and have added an additional Statement of Work (Attachment D to the K-MED Statement of Work, Attachment B to this Amendment) for SRS. SRS has coordinated their development requirements with KDHE and Accenture to maximize Accenture's resources to develop both the K-MED and SRS eligibility systems simultaneously and minimize the cost of developing a similar eligibility system for SRS.

3. **Statement of Additional Obligations by KDHE & Accenture and Assumption of Obligations by SRS due to expanded SRS statement of work and rename of KMED project:**

   KDHE, SRS and Accenture agree the addition of the SRS Statement of Work creates legal and financial responsibilities not present in the original agreement between KDHE and Accenture. To satisfy these additional legal and financial responsibilities, SRS agrees and pledges to provide financial, technical and programmatic support for the development, implementation and operation of the additional SRS statement of work specified herein. Further, SRS accepts and acknowledges its responsibility to provide compensation to KDHE for payment to Accenture for the inclusion of the Optional Scope elements as identified above. This acknowledgment will be shown by the signature of the Secretary of the Kansas Department of Social and Rehabilitation Services to this amendment.

With the inclusion of the expanded SRS statement of work to the K-MED project, the project will be renamed the Kansas Eligibility Enforcement System (KEES) effective with the execution of this Amendment.

4. **Cost:**

SRS agrees to provide a total of $21,975,087 funding (Exhibit I of the Contract, Attachment A to this Amendment) for the additional development of the SRS implementation Services and Model Office within the K-MED project. The cost to implement the SRS services will be $21,775,690 with an additional $199,397 to develop a Model Office as indicated in the Fixed Price Schedule.

5. **Severability:**

The State of Kansas may, at its option, terminate this First Amendment for convenience upon 60 days written notice to Accenture. If the State of Kansas elects to terminate this First Amendment, the State of Kansas will pay any amounts that would be due to Accenture under Section 4.6 of this Agreement. If such termination should occur, the balance of the K-MED project will be unaffected and KDHE shall not be construed in any manner to be jointly or severally liable with SRS for any funding of the Services provided for under this First Amendment. Likewise, SRS shall not be jointly or severally liable with KDHE for any part of the K-MED project that is not explicitly covered under the terms of this First Amendment.

6. **Interagency Agreement:**

KDHE and SRS agree to use their Interagency Agreement, as amended, (Attachment C) as a basis for resolving any concerns or disputes that may arise between the parties concerning the additional SRS Statement of Work identified above.

7. **Other:**

The remaining terms and conditions of the above-referenced Original Agreement and any attachments and amendments thereto, shall remain in force and effect and binding on the parties hereto.

**IN WITNESS WHEREOF** Accenture, KDHE, SRS and the Director of Purchases, hereto affix their signatures to the Amended Contract.

Accenture LLP

Sean Toole
Senior Executive

8/30/2011
Date

Kansas Department of
Health and Environment

Robert Moser, MD
Secretary

8/30/2011
Date

Kansas Department of
Administration

Chris Howe
Director of Purchases

8/30/11
Date

Kansas Department of Social and
Rehabilitation Services

Robert Siedlecki
Secretary

8/30/11
Date