

Office of State Procurement PROACT Contract Certification of Approval

This certificate serves as confirmation that the Office of State Procurement has reviewed and approved the contract referenced below.

Reference Number: 2000332970

Vendor: Myers and Stauffer

Description: Accounting and auditing for Healthy Louisiana, Dental, CSoC programs

Approved By: Sue Ellen Hopper

Approval Date: 6/06/2018

The above referenced number has been assigned by this office and will be used as identification for the approved contract. Please use this number when referring to the contract in any future correspondence or amendment(s).

The Internal Revenue Service (IRS) may find that this contract creates an employment relationship between your agency and the contractor. You should be advised that your agency is responsible for all taxes and penalties if such a finding is forthcoming. It is incumbent upon your agency to determine if an employee/employer relationship exists. Your agency must make the appropriate withholdings in accordance with law and IRS regulations, if applicable.

LDH - CF - 1 Revised: 2017-10-17

CONTRACT BETWEEN STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH

LAGOV: 2000332970

LDH: 061833

Exhibit:

	F	Bureau of Health S				
			ND			
			ND Stauffer LC			
			OR			
RFF	☐ Interagency ☐ NUMBER (if applicable):	Personal Services⊠ Prof		Consulting Se	ervices 🗌 Soc	ial Services
1)	Contractor (Registered Legal Nar Myers and Stauffer LC	ne)	5)	Federal Employer ID# or SSN# (11 di 48116404200	igits)	R Account # 101001
2)	Street Address 700 W 47th Street, Suite 1100		6)	Parish(es) Served ST	Statewide	
	City Kansas City	State MO	Zip Code 7) 64112	License or Certific N/A		
3)	Telephone Number		8)	Contractor State Subrecipient:	tus []	⊠No
4)	Mailing Address (if different)			Corporation: For Profit: Publicly Traded	☐ Yes ※ Yes d: ☐ Yes	⊠ No □ No ⊠ No
	City	State	Zip Code 8a) CFDA# (Federal Gr 93.778	rant #)	
	the Department's risk in the are Stauffer LC will assist the Depa receiving high-quality care at th	rtment with accomplishing its				
10)	Effective Date 06-01-2018		11) Termination D	ate 05-31-2021		
		\$4,512,000.00	11) Termination D	ate 05-31-2021		
12)	Maximum Contract Amount	\$4,512,000.00 SFY 19: \$1,585,500 SFY 20: \$				
12)	Maximum Contract Amount	vices are provided to the satisfact in the terms of payment outline avoice within thirty (30) days of tor of any good faith dispute a payment of such portion of the pool of t	1,191,000 SFY 21: \$ tion of the initiating Officed in Attachment B up f approval, which shand the parties shall vinvoice shall be exte	1,735,500 ce/Facility, payments pon the submission all not be unreason work together to resuded until a resolut	n and approval of ably withheld or solve such dispu tion is reached.	f detailed delayed. te If any
12)	Maximum Contract Amount Amounts by Fiscal Year Terms of Payment If progress and/or completion of ser Contractor will be paid based or invoices. LDH shall pay such in LDH will promptly notify contract expeditiously and the time for painvoice has not been paid within	vices are provided to the satisfact in the terms of payment outline voice within thirty (30) days of tor of any good faith dispute a sayment of such portion of the 190 days from date submitted ed.	1,191,000 SFY 21: \$ tion of the initiating Officed in Attachment B up of approval, which shand the parties shall vinvoice shall be extend by Contractor to LD	1,735,500 ce/Facility, payments pon the submission all not be unreason work together to resinded until a resolut H, Contractor may	n and approval of ably withheld or solve such dispu tion is reached.	f detailed delayed. te If any
12)	Maximum Contract Amount Amounts by Fiscal Year Terms of Payment If progress and/or completion of ser Contractor will be paid based or invoices. LDH shall pay such in LDH will promptly notify contract expeditiously and the time for painvoice has not been paid withir services until payment is received. Contractor obligated to submit final PAYMENT WILL BE MADE	vices are provided to the satisfact in the terms of payment outline voice within thirty (30) days of tor of any good faith dispute a sayment of such portion of the 190 days from date submitted ed. First Name	1,191,000 SFY 21: \$ tion of the initiating Officed in Attachment B up f approval, which shand the parties shall vinvoice shall be extel by Contractor to LD (15) days after terminat	1,735,500 ce/Facility, payments pon the submission all not be unreason work together to resinded until a resolut H, Contractor may	n and approval of ably withheld or solve such dispu tion is reached.	f detailed delayed. te If any
12)	Maximum Contract Amount Amounts by Fiscal Year Terms of Payment If progress and/or completion of ser Contractor will be paid based or invoices. LDH shall pay such in LDH will promptly notify contract expeditiously and the time for painvoice has not been paid withir services until payment is received. Contractor obligated to submit final	vices are provided to the satisfact in the terms of payment outline voice within thirty (30) days of tor of any good faith dispute a sayment of such portion of the 190 days from date submitted ed. First Name Teresa Title	1,191,000 SFY 21: \$ tion of the initiating Officed in Attachment B up f approval, which shand the parties shall vinvoice shall be extend by Contractor to LD (15) days after terminat	1,735,500 ce/Facility, payments pon the submission all not be unreason work together to resunded until a resolut H, Contractor may tion of contract.	n and approval of ably withheld or solve such dispu tion is reached.	f detailed delayed. te If any
12) 13) 14)	Maximum Contract Amount Amounts by Fiscal Year Terms of Payment If progress and/or completion of ser Contractor will be paid based or invoices. LDH shall pay such in LDH will promptly notify contract expeditiously and the time for painvoice has not been paid withir services until payment is received. Contractor obligated to submit final PAYMENT WILL BE MADE	vices are provided to the satisfact in the terms of payment outline voice within thirty (30) days of tor of any good faith dispute a sayment of such portion of the 190 days from date submitted ed. First Name Teresa Title Medicaid Program Manager 2	1,191,000 SFY 21: \$ tion of the initiating Officed in Attachment B up f approval, which shand the parties shall be extel by Contractor to LD (15) days after terminat Last Na Bravo	1,735,500 ce/Facility, payments pon the submission all not be unreason work together to resunded until a resolut H, Contractor may tion of contract.	n and approval of ably withheld or solve such dispu- tion is reached. suspend the pro- one Number i-342-9480	f detailed delayed. te If any vision of

Revised: 2017-10-17 LDH CF-1 (Page 2)

During the performance of this contract, the Contractor hereby agrees to the following terms and conditions:

1. Discrimination Clause: Contractor hereby agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Federal Executive Order 11246 as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968; and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services.

Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, disability, political affiliation, veteran status, or any other non-merit factor. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

- 2. **Confidentiality:** Contractor shall abide by the laws and regulations concerning confidentially which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
- 3. Auditors: The State Legislative Auditor, Office of the Governor, Division of Administration, and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a five year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Louisiana Department of Health, and Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or LDH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four (4) copies of the audit report shall be sent to the Louisiana Department of Health, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one (1) copy of the audit shall be sent to the **originating LDH Office**.

- 4. **Record Retention:** Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department.
- 5. Record Ownership: All records, reports, documents and other material delivered or transmitted to Contractor by the Department shall remain the property of the Department, and shall be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Department, and shall, upon request, be returned by Contractor to the Department, at Contractor's expense, at termination or expiration of this contract.
- 6. **Nonassignability:** Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the Department and the Division of Administration, Office of State Procurement.
- 7. **Taxes:** Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be Contractor's. The Contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds.
- 8. **Insurance:** Contractor shall obtain and maintain during the contract term all necessary insurance including automobile insurance, workers' compensation insurance, and general liability insurance. The required insurances shall protect the Contractor, the Louisiana Department of Health, and the State of Louisiana from all claims related to Contractor's performance of this contract. Certificates of Insurance shall be filed with the Department for approval. Said policies shall not be canceled, permitted to expire, or be changed without thirty (30) days advance written notice to the Department. Commercial General Liability Insurance shall provide protection during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as claims for property damages, with combined single limits prescribed by the Department.
- 9. **Travel:** In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations. The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses.
- 10. **Political Activities:** No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the effect of law being considered by the Legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
- 11. **State Employment:** Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify his/her appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
- 12. **Ownership of Proprietary Data:** All non-third party software and source code, records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract. All non-third party software and source code, records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

Revised: 2017-10-17 LDH CF-1 (Page 3)

13. **Subcontracting:** Contractor shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the Department. Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior written approval shall not be required for the purchase by the contractor of and services which are incidental but necessary for the performance of the work required under this contract.

No subcontract shall relieve the Contractor of the responsibility for the performance of contractual obligations described herein.

- 14. **Conflict of Interest:** Contractor warrants that no person and no entity providing services pursuant to this contract on behalf of Contractor or any subcontractor is prohibited from providing such services by the provisions of R.S. 42:1113.
- 15. **Unauthorized Services:** No claim for services furnished or requested for reimbursement by Contractor, not provided for in this contract, shall be allowed by the Department. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous contracts are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this contract for costs that are allowable.
- 16. **Fiscal Funding:** This contract is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Department; and, if contract exceeds \$2,000, the Division of Administration, Office of State Procurement.

The continuation of this contract is contingent upon the appropriation of funds from the legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

- 17. **State and Federal Funding Requirements:** Contractor shall comply with all applicable requirements of state or federal laws or regulations relating to Contractor's receipt of state or federal funds under this contract.
 - If Contractor is a "subrecipient" of federal funds under this contract, as defined in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), Contractor shall comply with all applicable requirements of 2 CFR Part 200, including but not limited to the following:
 - Contractor must disclose any potential conflict of interest to the Department and the federal awarding agency as required by 2 CFR §200.112.
 - Contractor must disclose to the Department and the federal awarding agency, timely and in writing, all violations of federal criminal laws that may affect the federal award, as required by 2 CFR §200.113.
 - Contractor must safeguard protected personally identifiable information and other sensitive information, as required by 2 CFR §200.303.
 - Contractor must have and follow written procurement standards and procedures in compliance with federally approved methods of procurement, as required by 2 CFR §§200.317 200.326.
 - Contractor must comply with the audit requirements set forth in 2 CFR §§200.501 200.521, as applicable, including but not limited to:
 - Electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 CFR §200.512(d)).
 - o Ensuring that reports do not include protected personally identifiable information (2 CFR §200.512(a)(2)).

Notwithstanding the provisions of paragraph 3 (Auditors) of these Terms and Conditions, copies of audit reports for audits conducted pursuant to 2 CFR Part 200 shall not be required to be sent to the Department.

- 18. **Amendments:** Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the Department; and, if the contract exceeds \$2,000, by the Division of Administration, Office of State Procurement. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
- 19. **Non-Infringement:** Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against LDH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in LDH's name, but at Contractor's expense and shall indemnify and hold harmless LDH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.
- 20. **Purchased Equipment**: Any equipment purchased under this contract remains the property of the Contractor for the period this contract and future continuing contracts for the provision of the same services. Contractor must submit vendor invoice with reimbursement request. For the purpose of this contract, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$1000.00 or more. The contractor has the responsibility to submit to the Contract Monitor an inventory list of LDH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor will submit an updated, complete inventory list on a quarterly basis to the Contract Monitor. Contractor agrees that upon termination of contracted services, the equipment purchased under this contract reverts to the Department. Contractor agrees to deliver any such equipment to the Department within 30 days of termination of services.
- 21. Indemnity: Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, LDH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which R.S. 40:1237.1 et seq. provides malpractice coverage to the Contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further, it does not apply to premises liability when the services are being performed on premises owned and operated by LDH.

Revised: 2017-10-17 LDH CF-1 (Page 4)

22. **Severability**: Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

- 23. **Entire Agreement**: Contractor agrees that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.
- 24. **E-Verify**: Contractor acknowledges and agrees to comply with the provision of R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.
- 25. **Remedies for Default**: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1672.2-1672.4.
- 26. **Governing Law**: This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, and specifications listed in the RFP (if applicable); and this Contract.
- 27. **Contractor's Cooperation**: The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.
- 28. **Continuing Obligation**: Contractor has a continuing obligation to disclose any suspension or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.
- 29. **Eligibility Status**: Contractor and each tier of Subcontractors, shall certify that it is not excluded, disqualified, disbarred, or suspended from contracting with or receiving federal funds or grants from the Federal Government. Contractor and each tier of Subcontractors shall certify that it is not on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24CFR Part 24, and "NonProcurement Debarment and Suspension" set forth at 2CFR Part 2424.
- 30. **Act 211 Taxes Clause**: In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to LDH so that the prospective contractor's tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. LDH reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) business days of such notification.
- 31. **Termination for Cause:** The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Department to comply with the terms and conditions of this contract; provided that the Contractor shall give the Department written notice specifying the Department's failure and a reasonable opportunity for the state to cure the defect.
- 32. **Termination for Convenience**: The Department may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.
- 33. **Commissioner's Statements**: Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.
- 34. **Order of Precedence Clause**: In the event of any inconsistent or incompatible provisions in an agreement which resulted from an RFP, this signed agreement (excluding the RFP and Contractor's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Contractor's proposal. *This Order of Precedence Clause applies only to contracts that resulted from an RFP.*

SIGNATURES TO FOLLOW ON THE NEXT PAGE

THIS CONTRACT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS CONTRACT IS SIGNED ON THE DATE INDICATED BELOW.

Myers and Stauffer LC	STATE OF LOUISIANA LOUISIANA DEPARTMENT OF HEALTH
SIGNATURE DATE Michael D. Johnson	SIGNATURE DATE
NAME	NAME
Member	Secretary, Louisiana Department of Health or Designee
TITLE	TITLE
	Bureau of Health Services Financing
	5/2/18
SIGNATURE DATE	SIGNATURE DATE
	Jen Steele
NAME	NAME
	Medicaid Director
TITLE	TITLE

Rev. 06/2016

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety as Attachment A to the contract

- 1. The Louisiana Department of Health ("LDH") is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
- 2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
- 3. Definitions: As used in this addendum
 - a. The term "HIPAA Rules" refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (LDHS) pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009.
 - b. The terms "Business Associate", "Covered Entity", "disclosure", "electronic protected health information" ("electronic PHI"), "health care provider", "health information", "health plan", "protected health information" ("PHI"), "subcontractor", and "use" have the same meaning as set forth in 45 C.F.R. § 160.103.
 - c. The term "security incident" has the same meaning as set forth in 45 C.F.R. § 164.304.
 - d. The terms "breach" and "unsecured protected health information" ("unsecured PHI") have the same meaning as set forth in 45 C.F.R. § 164.402.
- 4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
- Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
 Contractor shall implement and utilize all appropriate safeguards to provent any use or disclosure of PHI not required or
- 6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
- 7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents', employees' or subcontractors' actions or omissions do not cause contractor to violate this contract and addendum.
- 8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any "breach of the security system" as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 et seq. At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
- To the extent that contractor is to carry out one or more of LDH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
- 10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
- 11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
- 12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
- 13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. LDHS for purposes of determining LDH's compliance with the HIPAA Rules.
- 14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys' fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
- 15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
- 16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
- 17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

STATEMENT OF WORK

GOAL/PURPOSE

The purpose of the contract is for the Contractor to provide accounting and auditing services to support the operation of Medicaid managed care programs (Healthy Louisiana (HLA), Dental Benefit Program (DBP), and Coordinated System of Care (CSoC)), specifically minimizing the Department's risk in the areas of member care and administration, data quality, and financial management. Myers and Stauffer LC will assist the Department with accomplishing its goal of ensuring that Medicaid managed care members are receiving high quality coordinated care at the lowest cost.

The contractor shall provide the following services:

- 1) Assistance with encounter data management to facilitate and provide for complete and accurate encounter data available for financial rate setting and member services oversight of Medicaid managed care;
- 2) Assistance with External Quality Review (EQR) functions in accordance with the Centers for Medicare and Medicaid's EQR Protocol 4 Validation of Encounter Data Reported by the MCO, published in September 2012. (Protocol is available on the CMS website at http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Quality-of-Care/Quality-of-Care-External-Quality-Review.html.);
- 3) Assistance with the examination of the Medical Loss Ratio (MLR) reports submitted by each Managed Care Entity (MCE) on an annual basis.
- 4) Assistance with the development of the annual Transparency Report required by Act 158 of the 2015 Regular Legislative Session, specifically source data validation:
- 5) Ad hoc analyses and reports as requested by the Department.

All services shall be performed in accordance with applicable professional standards promulgated by the AICPA.

The contractor shall notify the contract monitor within three business days of any encounters matters that could impede the timely completion of deliverables and of any potential risks to the Department identified.

The contractor shall report immediately to the Medicaid Deputy Director for Managed Care and the Office of State Inspector General any matters of fraud identified.

DELIVERABLES

1) Encounter Data Reconciliation

- a) Analyze the encounter processes and documentation (i.e. Companion Guides) utilized by the Fiscal Agent Contractor (FAC);
- b) Meet with each MCE submitting encounters to the Department's FAC to gain and document an understanding of the claims adjudication, adjustment, and void processes;
- c) Identify potential issues and concerns with the processes outlined above;

- d) Obtain all encounter claim data accepted by the FAC as submitted from the MCEs. Perform quality assurance processes to arrive at a clean set of data;
- e) Work with the FAC to establish a process whereby encounters are obtained in a routine, weekly process;
- f) Analyze the weekly encounter submissions submitted by the MCEs to the FAC and report to the Department on volumes and potential issues identified;
- g) Review encounter submission error reports with MCEs and address identified issues with each plan;
- h) Document issues and MCE commitments made to the Department and assist with determination of achievement of goals/commitments;
- Document and assist the Department with modification requests submitted to the FAC and monitor the progress and success of the requests;
- j) Conduct meetings with the MCEs as needed to address common errors, edits, or problems identified by the MCEs as a barrier to successful encounter submissions;
- k) Obtain cash disbursement journals (CDJ) and other necessary financial records from each of the MCEs reflecting the payments to providers for services;
- Reconcile the CDJ to the MCE-submitted encounter data, identifying potential issues or missing encounters;
- m) Provide initial exception reports to each of the MCEs to explain or correct potential issues in the encounter data;
- n) Provide completion reports on a frequency as determined by the Department. (Anticipated report frequency is on a bi-monthly basis.);
- conduct additional analyses to measure the reliability and accuracy of encounter and member data used to establish capitation rates (i.e., inaccurate encounter and member data could lead to higher than necessary capitation rates);
- p) Maintain a database of all encounters including an audit status and audit amount for each encounter; and
- q) Coordinate with the Department's actuary, and any other third parties users requiring access to audited encounter data, as directed by the Department.

2) External Quality Review (EQR) Protocol 4 Activities

- a) Activity 1 Review State Requirements to ensure complete understanding of all applicable requirements related to health plans and any additional requirements related to CMS EQR Protocol 4.
- b) Activity 2 Review MCE's Capability
 - i) Review or conduct the MCE's Information Systems Capabilities Assessment (ISCA).
 - ii) Determine vulnerabilities which the MCE's information systems may contain that may lead to incomplete or inaccurate data capture, integration, storage, or reporting.
 - iii) Identify issues that may contribute to inaccurate or incomplete data.
 - iv) Conduct interview of MCE staff.

- c) Activity 3 Analyze Electronic Encounter Data
 - i) Develop a data quality test plan.
 - ii) Account for edits built into the State's data system.
 - iii) Determine types of potentially missing encounter data.
 - iv) Determine overall data quality issues and MCE submission issues.
 - v) Generate and review analytic reports (perform micro-analysis on encounter data).
 - vi) Analyze encounter data.
 - vii) Develop long-term monitoring strategy for assessing the quality of encounter data.
- d) Activity 4 Review Medical Records. In coordination with LDH and utilizing analytical procedures to assist in determining risk areas and hypotheses, develop a statistically valid sample of encounter claims to perform a medical record review. Ensure sample size is efficient and appropriate.
- e) Activity 5 Submit Findings. At the conclusion of activities, develop and submit a report of findings and recommendations for each MCE.

3) Examination of MLR Reports

- a) Review MLR reports submitted by each MCE.
- b) Request supporting documentation from each MCE, including trial balance, claim lag reports, and other claim and financial information.
- c) Perform analyses to ensure the definitions and assignments of medical and administration expenses are appropriate.
- d) Follow up with each MCE, as necessary, to complete analysis.
- e) Develop and submit summary of findings and issue Independent Accountant's Examination report.

4) Assistance with development of the annual transparency report required by Act 158 of the 2015 Regular Legislative Session, specifically to minimize future audit findings

- a) Review Act 158, previous annual transparency reports, and related legislative audit findings.
- b) Understand available data sources, assist with the design of data specifications to meet reporting requirements using available data, and assist with the documentation of such including any known limitations or qualifications.
- c) Assist with the development and application of protocols, procedures, and process documentation necessary to independently evaluate data reported for completeness, accuracy, comparability and reasonability. Prepare a summary report of findings and recommendations from the data evaluation process.
- d) Assist with the review and analysis of data results, including identifying and explaining trends and anomalies, such as whether they are meaningful or data artifacts.
- e) Assist with preparation of data tables and narratives to constitute the final transparency report, as well as any other supporting documentation likely to be requested by legislative auditors.
- 5) Ad hoc analyses and reports as requested by the Department.

PERFORMANCE MEASURE

The contractor will submit detailed monthly invoices due on the 15th of each month documenting the activities performed and the status of outstanding deliverables.

MONITORING PLAN

- 1) The contractor will maintain a current work plan of all project tasks, activities and resources including estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentages of all in-process tasks. This work plan will be submitted and approved by LDH on a monthly basis.
- 2) The LDH contract monitor will:
 - a. Be available for consultation by phone, e-mail, and face-to-face meetings to discuss priorities and provide direction;
 - Meet with the contractor on a weekly basis, if needed, by telephone to ensure that work toward the completion of deliverables is being accomplished; and
 - c. Review and approve monthly detailed invoices.

TERMS OF PAYMENT

The contract shall begin on June 1, 2018, and end on May 31, 2021. For the 36-month contract term, the contract amount shall not exceed \$4,512,000. The activities will be performed for a fixed rate or at an hourly rate as outlined below.

Payment will be based on approval of invoices and deliverables. LDH must provide the contractor with written approval for services billed, whether on a fixed price or hourly rate basis, and a copy of such approval must be submitted with the invoice. For each month in the contract period, invoices are due by the fifteenth of the month for the prior month's deliverables. Contractor must submit final invoices within 15 days after termination of contract.

Fixed Deliverable Pricing

<u>Deliverable #1a – Encounter Data Reconciliation – Healthy Louisiana</u>

For encounter data reconciliation for Healthy Louisiana, the deliverables shall consist of six bimonthly encounter reconciliation reports for each MCE for each contract year, for a total of up to 90 reports over the contract term. Each reconciliation report shall be compensated at a fixed price for \$18,500. All costs above the agreed upon fixed price for each report will be incurred by the contractor. Total compensation for all reconciliation reports submitted over the full 36 month contract term shall not exceed \$1,665,000.

Deliverable #1b - Encounter Reconciliation - DBP

For encounter reconciliation for DBP, the deliverables shall consist of six bimonthly encounter reconciliation reports for each contract year, for a total of 18 reports. Each reconciliation report shall be compensated at a fixed price for \$18,500. All costs above the agreed upon fixed price for each report will be incurred by the contractor. Total compensation for all reconciliation reports submitted over the full 36 month contract term shall not exceed \$333,000.

Deliverable #1c - Encounter Reconciliation - CSoC

For encounter reconciliation for CSoC, the deliverables shall consist of three bimonthly encounter reconciliation reports in contract year 1, six bimonthly encounter reconciliation reports in contract year 2, and three bimonthly encounter reconciliation reports in contract year 3, for a total of 12 reports. Each reconciliation report shall be compensated at a fixed price for \$18,500. All costs above the agreed upon fixed price for each report will be incurred by the contractor. Total compensation for all reconciliation reports submitted over the full 36 month contract term shall not exceed \$222,000.

<u>Deliverable #2a – EQR Protocol 4 Activities – Healthy Louisiana</u>

For EQR activities for Healthy Louisiana, the deliverable shall consist of a final report of findings and recommendation for each of the Healthy Louisiana MCEs. We will work with LDH on the schedule of each deliverable. Each final report shall be compensated at a fixed price of \$150,000. All costs above the agreed upon fixed price of \$150,000 per final report will be incurred by the contractor. Total payments for EQR deliverables for Healthy Louisiana shall not exceed \$750,000 for the term of the contract.

Deliverable #2b - EQR Protocol 4 Activities - DBP

For EQR activities for DBP, the deliverable shall consist of a final report of findings and recommendations, which shall be compensated at a fixed price of \$150,000. All costs above the agreed upon fixed price will be incurred by the contractor. Total payments for EQR deliverables for DBP shall not exceed \$150,000 for the full 36 month term of the contract.

Deliverable #2c - EQR Protocol 4 Activities - CSoC

For EQR activities for CSoC, the deliverable shall consist of a final report of findings and recommendations, which shall be compensated at a fixed price of \$150,000. All costs above the agreed upon fixed price will be incurred by the contractor. Total payments for EQR deliverables for CSoC shall not exceed \$150,000 for the full 36 month term of the contract.

<u>Deliverable #3a – Examination of MLR Reports – Healthy Louisiana</u>

The deliverables shall consist of an annual MLR examination for each of the participating MCEs for that examination year, for a total of up to 15 reports over the three-year contract period. The cost of the examination of the MLR report for each MCE will be \$42,000. Total payments for MLR deliverables shall not exceed \$630,000 for the full 36 month term of the contract.

Deliverable #3b - Examination of MLR Reports - DBP

The deliverables shall consist of an annual MLR examination for DBP, for a total of 3 reports over the three-year contract period. The cost of the examination of each MLR report for DBP will be \$42,000 for a total cost of \$126,000.

Deliverable #3c - Examination of MLR Reports - CSoC

The deliverables shall consist of an annual MLR examination for CSoC, for a total of 3 reports over the three-year contract period. The cost of the examination of each MLR report for CSoC will be \$42,000 for a total cost of \$126,000.

Hourly Basis Pricing

<u>Deliverable #4 – Assistance with annual Transparency Report (Act 158 of the 2015 Regular Legislative Session)</u>

The contractor shall be compensated on an hourly rate for activities related to deliverable #4. The hourly rate, inclusive of travel and any and all other costs associated with the services provided, regardless of the position or level of staff providing services for ad hoc

activities, is \$150.00. Compensation on an hourly basis shall not exceed \$60,000 for any single contract year or \$180,000 for the term of the contract.

Ad Hoc Activities

Exclusive of fixed price deliverables, the contractor shall be compensated on an hourly rate. The hourly rate, inclusive of travel and any and all other costs associated with the services provided, regardless of the position or level of staff providing services for ad hoc activities, is \$150.00. Compensation on an hourly basis for ad hoc activities shall not exceed \$180,000 for the term of the contract.



MYERS AND STAUFFER LC Certificate of Authority

I, Kevin C. Londeen, hereby certify that I am a member of the Executive Committee of Myers and Stauffer LC, a Kansas limited liability company also doing business in other states. I hereby certify the following is a true copy of an action taken by the Executive Committee at a meeting held on January 1, 2018.

We hereby authorize the following individuals to enter into contracts and agreements with state agencies on behalf of Myers and Stauffer LC. We further authorize said individuals to execute any documents with state agencies, which may in their judgment be desirable or necessary to properly discharge our contractual obligations. The authority to sign the amendment documents remains in full force and effect and has not been revoked as of the date the amendment document was signed.

Tamara B. Bensky (M)
Robert M. Bullen (M)
Keenan S. Buoy (M)
John B. Dresslar (M)
Jerry Dubberly (P)
Jared B. Duzan (P)
James D. Erickson (M)
Ryan M. Farrell (P)
Ronald E. Franke (P)
Timothy J. Guerrant (M)

Robert J. Hicks (M) Mark K. Hilton (M) Michael D. Johnson (M) Beverly L. Kelly (M) Kristopher J. Knerr (M) Mark R. Korpela (P) John D. Kraft (M) Johanna Linkenhoker (M) Kevin C. Londeen (M)

T. Allan Hansen (P)

Tammy M. Martin (M) Sheryl M. Pannell (M) Melissa Parks (P) Amy C. Perry (M) Andrew R. Ranck (M) Connie L. Reinhardt (M) Charles T. Smith (M) Keith R. Sorensen (M)

(M) = Member, (P) =Principal

Kevin C. Londeen, Member

John Bel Edwards GOVERNOR



LaGov PO# 2000332970 Exhibit 2

> Rebekah E. Gee MD, MPH SECRETARY

State of Louisiana

Louisiana Department of Health Bureau of Health Services Financing

April 19, 2018

Ms. Pamela Bartfay Rice, Esq. Assistant Director, Professional Contracts Office of State Procurement P. O. Box 94095 Baton Rouge, Louisiana 70804-9095

RE: Justification for Multi-Year Contract

Dear Ms. Rice:

The Louisiana Department of Health is requesting approval to enter into a three-year contract with Myers and Stauffer LC ("MSLC"). The accounting and auditing services provided by MSLC are required for the proper monitoring of the managed care contracts that are in place to provide services to the majority of Medicaid recipients. Because this vendor has worked on Louisiana's managed care programs since inception, MSLC has a thorough understanding of not only Louisiana's Medicaid Managed Information System and the Department's internal claims processing procedures, but MSLC also has well-established working relationships with the Medicaid Managed Care Organizations (MCOs) as well as knowledge of their unique claims processing systems and procedures.

Because of MSLC's critical operational knowledge and capacity, it is more efficient for the Department to enter into a multi-year contract with this vendor than to seek out other vendors who lack similar expertise on an annual basis. The Department understands that payment for subsequent fiscal years is subject to the availability and appropriation of funds.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval. Should you need further information, please contact me via telephone at (337) 354-5750 or via e-mail at jen.steele@la.gov.

Sincerely,

Jen Steele

Medicaid Director





Michael Johnson, CPA, CFE

Member

Summary

Mr. Johnson, member with Myers and Stauffer, manages our Atlanta office. He has extensive experience working with state Medicaid clients on managed care initiatives and program integrity engagements, and currently serves as a partner-in-charge of our managed care engagement team.

During his career at Myers and Stauffer, Mr. Johnson has worked in all capacities on projects, including project director, project manager, and quality assurance. He provides high-level strategic input to assure successful completion of the project and the full satisfaction of the client.

Some of his accomplishments include the development of a strategy to reconcile MCO encounter claims back to financial records. With implementation of this strategy, the MCOs in several states have raised their completion rates and cleaned up erroneous encounters in the process. In addition, Mr. Johnson has worked with several states to implement many aspects of the recent CMS managed care regulation. This includes the development of a readiness review toolkit for health plans and conducting Medical Loss Ratio examinations.

Education	Experience
-----------	------------

B.B.A., Accounting, University of Georgia, 1994

24 years professional experience

Affiliations

Licenses/Certifications

American Institute of Certified Public Accountants Certified Public Accountant Association of Certified Fraud Examiners Georgia Society of Certified Public Accountants National Healthcare Anti-Fraud Association

Certified Fraud Examiner

Relevant Work Experience

Alaska Department of Health and Social Services (2012 - Present)

Electronic Health Records Incentive Payment Program Audit

Scope of Work:

Myers and Stauffer conducts the post payment audits of the Medicaid EHR incentive program.

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Completed Audit Guide and stratification of providers into risk pools.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.
- EHR audits in progress.

Arizona Health Care Cost Containment System (2015 – Present)



Electronic Health Record (EHR) Incentive Program Consultant

Scope of Work:

Myers and Stauffer provides an electronic health record (EHR) incentive program consultant for the Arizona Health Care Cost Containment System (AHCCCS).

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

Colorado Department of Health Care Policy and Financing (2013 – Present)

Electronic Health Record Attestation Auditing

Scope of Work:

Myers and Stauffer conducts the post-payment audits of the Medicaid (EHR) incentive program for the Department.

Responsibilities:

- Completed Audit Guide and stratification of providers into risk pools.
- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.
- EHR audits in progress.

U.S. Department of Justice (2014 – 2016)

Department of Justice Expert Support Services

Scope of Work:

Myers and Stauffer assisted the U.S. Department of Justice and State of Georgia in identifying and quantifying damages resulting from an alleged kickback arrangement.

Responsibilities:

Assisted the DOJ in a successful case resulting in a large recovery.

Georgia Department of Community Health (2013 – Present)

Nursing Home Reimbursement Technical Assistance

Scope of Work:

Myers and Stauffer provides reimbursement consulting and case mix technical assistance.

Responsibilities:

• Worked with the Department to establish rates utilizing case-mix for their long-term care providers.

Georgia Department of Community Health (2008 – Present)

Care Management Organization Compliance

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health with providing oversight and monitoring of the Georgia Families Care Management Organizations (CMOs).

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- Validated encounter data.
- Conduct on-site reviews at CMOs addressing contract compliance.
- Conduct readiness reviews.

Georgia Department of Community Health (2010 – Present)

Electronic Health Record Auditing

Scope of Work:



Myers and Stauffer assists the department in planning, developing, implementing, operating, and auditing various functions of the Electronic Health Record (EHR) Incentive Program for the Georgia Department of Community Health.

Responsibilities:

- Completed Audit Guide and stratification of providers into risk pools.
- Numerous EP and EH audits completed.
- Some referrals to Program Integrity Unit as a result of review.
- Assist Department with pre-payment tasks.
- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

Georgia Department of Community Health (2008 – Present)

Benefits Testing

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health to evaluate the accuracy of benefit payments made through the Medicaid program and Children's Health Insurance Program (CHIP).

Responsibilities:

 Oversee the work and delivery of the annual report detailing errors and issues with payments made by the Department.

Georgia Department of Community Health (2013 – Present)

Hospital Reimbursement Technical Assistance

Scope of Work:

Georgia Medicaid engaged Myers and Stauffer to review their prospective payment system for inpatient hospital services.

Responsibilities:

 Assisted the Department with certain technical hospital matters, including a review of hospital tax calculations.

Georgia Department of Community Health (2013 – 2017)

Inpatient Hospital Rebase

Scope of Work:

Georgia Medicaid engaged Myers and Stauffer to update their prospective payment system for inpatient hospital services and to implement an outpatient hospital reimbursement system.

Responsibilities:

• Worked with the Department to ensure the DRG reimbursement system was updated in accordance with the Departments policies and ready.

Georgia Department of Community Health (2017 – Present)

Nursing Facilities Examinations

Scope of Work:

Myers and Stauffer conducts Agreed-upon procedures, desk reviews, and field examinations of annual cost reports filed by Medicaid certified nursing facilities in the state of Georgia.

Responsibilities:

Georgia Department of Community Health (2009 – Present)

Payment Error Rate Measurement

Scope of Work:

Myers and Stauffer assists the state in developing PERM universes to submit to the federal contractors.



Responsibilities:

Worked with the Department, CMS, and other vendors to comply with the PERM program rules, which
include eligibility testing and claim testing.

Georgia Department of Community Health (2012 – Present)

Recovery Audit Contractor

Scope of Work:

Myers and Stauffer provides recovery audit contractor (RAC) services to the Georgia Department of Community Health.

Responsibilities:

- Worked with the Department to oversee the federally mandated RAC program.
- Facilitated over \$30 million in recoveries back to the Department.

Georgia Department of Public Health (2011 – Present)

Women, Infant & Children Vendor Analysis and Verification

Scope of Work:

Myers and Stauffer conducts inventory testing, analysis, and square footage assessments on retail grocery stores that are authorized by the Georgia WIC Program to transact WIC participants' food instruments at their store.

Responsibilities:

 Oversee the inventory and square footage assessments to see if vendors are eligible for program participation.

Hawaii Department of Human Services (2015 - Present)

Electronic Health Record Incentive Payment Audit

Scope of Work:

Myers and Stauffer has been engaged to perform post payment reviews of EHR Adopt, Implement or Upgrade (AIU) and Meaningful Use (MU) incentive payments since January 2017.

Responsibilities:

- Assists the Department with their EHR Incentive Program.
- Directs a team that conducts the post-payment reviews of the incentive payments to ensure the payments are accurate and in compliance with federal and state rules.

Louisiana Department of Health (2015 – Present)

Managed Care Organization Oversight

Scope of Work:

Myers and Stauffer provides services to the Louisiana Department of Health for medical loss ratio (MLR) reviews of managed care organizations.

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- Validated encounter data.
- Conduct MLR examinations.

Louisiana Department of Health (2013 – 2016)

Recovery Audit Contractor (RAC)

Scope of Work:

Myers and Stauffer assisted the department by enhancing overall program integrity efforts through the recovery audit contractor (RAC) program in accordance with federal and state laws.

Responsibilities:

• Worked with the Department to oversee the federally mandated RAC program.



• Facilitated millions in recoveries back to the Department.

Maine Department of Health and Human Services (2014 - Present)

Audit Services for MaineCare MU Program

Scope of Work:

Myers and Stauffer assists the department in planning, developing, implementing, operating and auditing various functions of the Medicaid Electronic Health Records (EHR).

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

Maine Department of Health and Human Services (2014 – 2015Present)

Non-Emergency Transportation Services

Scope of Work:

Provided professional assessment and recommendations regarding the use of non-emergency transportation services.

Responsibilities:

Assisted with a review of the implementation of a new NET broker system.

Maryland Department of Health (2015 – Present)

Electronic Health Records Audits

Scope of Work:

Myers and Stauffer has been engaged to perform post-payment reviews of EHR adopt, implement or upgrade (AIU) and meaningful use incentive payments since October 2015.

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- Conduct MLR examinations.
- Encounter Data Validation
- Review risk adjustment inputs.
- Assess compliance matters, including TPL, timely payment, denials, etc.

Mississippi Division of Medicaid (2015 – Present)

Outsourced Financial Reviews Mississippi Coordinated Access Network (MississippiCAN) and Health Information Technology/Health Information Exchange (HIT/HIE)

Scope of Work:

Myers and Stauffer provides services to the Mississippi Department of Medicaid including encounter data validation and reconciliations (to include Protocol 4), capitation and rate reviews, review of duplicate member capitation payments to CCOs, third party liability reviews, analysis of CCO claims denials and reporting, evaluation of risk adjustments, consultation on the Mississippi hospital access program transition, consulting services, and health insurance providers' fee calculation review.

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- · Conduct MLR examinations.
- Review risk adjustment inputs.
- Assess compliance matters, including TPL, timely payment, denials, etc.

Mississippi Division of Medicaid (2015 – Present)

Managed Care Organization (MCO) Medical Loss Ratio (MLR) Reviews



Scope of Work:

Myers and Stauffer provides medical loss ratio (MLR) examination services of the two managed care organizations to the Mississippi Division of Medicaid (DOM).

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- Conduct MLR examinations.
- Review risk adjustment inputs.
- Assess compliance matters, including TPL, timely payment, denials, etc.

Missouri Department of Social Services (2018 – Present)

Electronic Health Records Incentive Payment Program Audit

Scope of Work:

Myers and Stauffer conducts the post payment audits of the Medicaid EHR incentive program.

Responsibilities:

Nebraska Department of Health & Human Services (2018 – Present)

Data Management and Analytics Services

Scope of Work:

Myers and Stauffer, as a subcontractor to Nebraska's Data Management and Analytics (DMA) contractor, is working with the state of Nebraska's selected team to implement and operate a DMA solution for the Department of Health and Human Services (DHHS) Medicaid and Long-Term Care (MLTC) Medicaid enterprise over a five year period.

Responsibilities:

New Hampshire Department of Health and Human Services (2012 – Present)

Audit of Electronic Health Records

Scope of Work:

Myers and Stauffer conducted an audit of the Medicaid Electronic Health Records (EHR) Incentive Program for the New Hampshire Department of Health and Human Services.

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

New Mexico Human Services Department (2014 – Present)

Electronic Health Record Incentive Program

Scope of Work:

Myers and Stauffer performs post-payment audits of Eligible Hospitals and Eligible Professionals participating in the NM HSD/MAD Medicaid Electronic Health Records (EHR) Incentive Program in accordance with Federal Final Rules and State Administrative regulations governing EHR Incentive Programs and the State's Audit Plan approved by the Centers for Medicare and Medicaid Services (CMS).

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

New Mexico Human Services Department (2012 – 2014)

Fiscal Consulting

Scope of Work:

Myers and Stauffer was engaged to perform a thorough review of the current processes used to collect and report federal Medicaid expenditures.

Responsibilities:



Assisted in reviewing the states federal claiming forms for accuracy.

New Mexico Human Services Department (2015 – Present)

Medicaid Managed Care Compliance Reviews

Scope of Work:

Myers and Stauffer assists the department in assessing the compliance of the Medicaid MCOs with contract requirements.

Responsibilities:

- Assisted the Department in the oversight of their managed care program.
- Validated encounter data.
- Conduct on-site reviews at CMOs addressing contract compliance.

Iowa Department of Human Services (2017 – Present)

Electronic Health Record Incentive Payment Audit

Scope of Work:

Myers and Stauffer a subcontractor to Truven Health Analytics, Inc., an IBM company, conducts post-payment audits of the Medicaid Electronic Health Records (EHR) Incentive Program for the Iowa Medicaid Enterprise.

Responsibilities:

- Assisted the Department with their EHR incentive program.
- Directed a team that conducted the post-payment reviews of the incentive payments to ensure the payments were accurate, and in compliance with federal and state rules.

Presentations

"Detecting Fraud, Abuse, and Errors in Fee-for-Service and Managed Care Programs," 25th Annual National Association of Medicaid Program Integrity Annual Conference,

"Identifying Improper Payments/Overpayments Using Data Mining," 27th Annual National Association of Medicaid Program Integrity Annual Conference,

"Applying Recovery Audit Contractor (RAC) Concepts to Medicaid Managed Care," 28th Annual National Association of Medicaid Program Integrity Annual Conference,

"Medicaid Managed Care: Helpful Hints for Effective Monitoring and Ensuring Compliance," 29th Annual National Association of Medicaid Program Integrity Annual Conference,

"Auditing Meaningful Use and Changes to Audit Approaches with Providers and Technology," Fifth Annual CMS Multi-State Medicaid HITECH Conference.

"Medicaid EHR Incentive Program Auditing: Best Practices and the CMS Toolkit," Fourth Annual CMS Multi-State Medicaid HITECH Conference.

"Data Mining Simplified," Indiana Society of CPAs Fraud Conference, 2010.



Beverly Gehrich, CPA, CFF, CHPS, CFE

Member

Summary

Ms. Gehrich co-directs the firm's Medicaid managed care practice area, providing technical expertise on various program integrity engagements. Ms. Gehrich provides oversight for the managed care organization financial monitoring, medical loss ratio examination, encounter reconciliation, and external quality review (CMS Protocol 4) engagements with the Louisiana Department of Health and Hospital's Bayou Health program, the Nevada Department of Health and Human Services Division of Health Care Financing and Policy and the New Mexico Human Services Department. In addition, she has served as a technical resource for the firm's program integrity engagements, including the Georgia Department of Community Health and the Georgia Families Program. Her responsibilities included overseeing post-payment review of claims, monitoring and reporting on health plan compliance with contractual and regulatory provisions, communicating with providers and professional associations, encounter data completeness and accuracy assessments, external quality review, on-site financial audits and reconciliations, preparation of written and oral reports, and presentations to the state agencies and stakeholders.

Ed			

Experience

B.S., Accounting, Indiana University, 1990

30 years professional experience

Affiliations

Licenses/Certifications

American Health Information Management Association American Institute of Certified Public Accountants Certified Fraud Examiner Association of Certified Fraud Examiners Georgia Society of Certified Public Accountants Health Care Business Women's Association Health Care Compliance Association Indiana Society of Certified Public Accountants Kentucky Society of Certified Public Accountants

Certified Public Accountant Certified Financial Forensics Certified in Healthcare Privacy and Security

Relevant Work Experience

Indiana Family & Social Services Administration (2012 – Present)

Fraud and Abuse Detection

Scope of Work:

Myers and Stauffer supports Truven Health Analytics Inc., an IBM Company, by performing medical review and auditing services, including program integrity oversight of the managed care health plans, for the Indiana Family and Social Services Administration Fraud and Abuse Detection System (FADS) Engagement.

Responsibilities:

Provide subject matter expertise as needed.



Iowa Department of Human Services (2004 – Present)

Provider Cost Audits and Rate Setting Services

Scope of Work:

Myers and Stauffer provides professional accounting and consulting services as the Provider Cost Audit and Rate Setting Unit of the Iowa Medicaid Enterprise.

Responsibilities:

 Provide technical assistance to the client in monitoring managed care organization quarterly claims submission reporting.

Louisiana Department of Health (2012 – 2017)

Behavioral Encounter Reconciliation

Scope of Work:

Myers and Stauffer provides accounting and auditing services to support the operation of the Louisiana Behavioral Health Partnership (LBHP) to minimize the Department's risk in the areas of member care and administration, data quality, and financial management. Myers and Stauffer LC will also assist the Department with accomplishing its goal of ensuring that Louisiana Behavioral Health Partnership (LBHP) members are receiving high-quality coordinated care at the lowest cost.

Responsibilities:

• Successfully manages ongoing initiatives within the Bayou Health Medicaid managed care program, including assessment of encounter date submissions from the five health plans, one behavioral health plan, and one dental health plan, audits of medical loss ratio report submissions from the plans, required annual legislative reporting, and claims system improvement workgroups.

Louisiana Department of Health (2012 – Present)

Managed Care Organization Audit

Scope of Work:

Myers and Stauffer assists the Louisiana Department of Health with providing oversight and monitoring of the Bayou Health managed care organizations (MCOs).

Responsibilities:

- Successfully manages ongoing initiatives within the Bayou Health Medicaid managed care program, including assessment of encounter date submissions from up to five health plans, one behavioral health plan, and one dental health plan, audits of medical loss ratio report submissions from the plans, required annual legislative reporting, and claims system improvement workgroups.
- Assist client in responding to inquires with the legislature and the legislative audit agency.
- Conduct training of staff personnel as needed.

Nevada Department of Health and Human Services (2014 – Present)

Nevada EQR Protocol 4 Validation of Encounter Data

Scope of Work:

Assess the completeness and accuracy of encounter data submitted by the managed care organizations to the State.

Responsibilities:

- Successfully managed the performance of CMS Protocol 4, external quality review procedures for the two MCOs that participate in the State of Nevada's Medicaid and Children's Health Insurance Program.
- Participated in meetings with client, health plan, fiscal intermediary and other stakeholders.

New Mexico Human Services Department (2016 – Present)

External Quality Review Protocol 4

Scope of Work:

As a subcontractor to HealthInsight, Myers and Stauffer assess the completeness and accuracy of encounter data submitted by the managed care organizations to the State.



Responsibilities:

- Responsible for the overall preparation and quality of deliverables related to the CMS' Protocol 4, External Quality Review.
- Work closely with prime contractor personnel to develop strategy related to timelines, health plan communications and client/stakeholder engagement.
- Assist with the development of remediation strategies.

Ohio Department of Medicaid (2012 – 2017)

SURS Statistician Services

Scope of Work:

Myers and Stauffer worked with the ODJFS, Surveillance and Utilization Review Section (SURS), to conduct a program integrity review using statistical sampling, extrapolation and other statistical methods.

Responsibilities:

- Worked with client to develop sampling methodology strategy.
- Provided client with secure FTP site access and coordinated exchange of sensitive information between client and statisticians.
- Participated in meetings with providers under review, state personnel and legal counsel.
- Participated in hearings as needed.



Kathy Haley, CFE, CCA, MP, COC, CHC

Senior Manager

Summary

Ms. Haley, a senior manager with Myers and Stauffer, is experienced in health care policy and reimbursement analysis, MCO contract compliance review, and encounter data validation. She performs various analyses of correct coding on health care claims and analyses of health care policy and reimbursement for state Medicaid managed care programs; completes analysis of Medicaid and State CHIP FFS and managed care encounter claims to identify overpayments to providers resulting from aberrant provider billing or MMIS issues; performs on-site activities at managed care organizations; implements and manages external quality review (EQR) protocols related to the validation of encounter data utilizing medical record reviews, trace analyses and other tools; develops analytical tools; generates written and oral reports and presentations; and provides project management and support on various projects.

Prior to joining Myers and Stauffer, Ms. Haley worked as a MACESS Support Coordinator for M Plan/The Healthcare Group. She orchestrated MACESS System configuration and initial installation. She developed comprehensive testing procedures and documentation for internal use and reporting. She designed service forms and workflow queues for departmental use throughout the organization. She developed operations documentation and training materials.

Education

Experience

Master's Degree, Planning; Health Planning, Indiana University, 2000 B.S., Environmental Health, Purdue University, 1993

25 years professional experience

Affiliations

Licenses/Certifications

AAPC
American Health Information Management
Association
Association of Certified Fraud Examiners
Health Care Compliance Association

Certified Fraud Examiner Certified in Healthcare Compliance Certified Coding Associate Certified Outpatient Coder Master of Planning

Relevant Work Experience

U.S. Department of Justice (2014 – Present)

Department of Justice Expert Support Services

Scope of Work:

Myers and Stauffer provides clinical coding and medical record review consultation services to the Tennessee Department of Justice.



Responsibilities:

Several cases that include claim reviews.

Georgia Department of Community Health (2007 – 2016)

Benefits Testing

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health to evaluate the accuracy of benefit payments made through the Medicaid program and Children's Health Insurance Program (CHIP).

Responsibilities:

• Managed care oversight services to the Department of Community Health.

Hawaii Department of Human Services (2015 - Present)

Recovery Audit Contractor

Scope of Work:

Myers and Stauffer provides (RAC) services to the Hawaii Department of Human Services, Med-QUEST division.

Responsibilities:

• Encounter Reconciliation.

Indiana Family & Social Services Administration (2016 – Present)

Fraud and Abuse Detection

Scope of Work:

Myers and Stauffer supports Truven Health Analytics Inc., an IBM Company, by performing medical review and auditing services, including program integrity oversight of the managed care health plans, for the Indiana Family and Social Services Administration Fraud and Abuse Detection System (FADS) Engagement.

Responsibilities:

• Encounter Validation Pilot project.

Iowa Department of Human Services (2015 – Present)

Provider Cost Audits and Rate Setting Services

Scope of Work:

Myers and Stauffer provides professional accounting and consulting services as the Provider Cost Audit and Rate Setting Unit of the Iowa Medicaid Enterprise.

Responsibilities:

- Program Integrity assistance with Corrective Action Plan re: oversight of managed care organizations (provider regulations).
- MCO claim report analysis and dashboard generation.
- MCO contract review.

Louisiana Department of Health (2014 – Present)

Behavioral Encounter Reconciliation

Scope of Work:

Myers and Stauffer provides accounting and auditing services to support the operation of the Louisiana Behavioral Health Partnership (LBHP) to minimize the Department's risk in the areas of member care and administration, data quality, and financial management. Myers and Stauffer LC will also assist the Department with accomplishing its goal of ensuring that Louisiana Behavioral Health Partnership (LBHP) members are receiving high-quality coordinated care at the lowest cost.

Responsibilities:

Encounter Validation Project - Protocol 4; encounter reconciliation; transparency report assistance.



Louisiana Department of Health (2012 – Present)

Managed Care Organization Audit

Scope of Work:

Myers and Stauffer assists the Louisiana Department of Health with providing oversight and monitoring of the Bayou Health managed care organizations (MCOs).

Responsibilities:

• Encounter Validation Project - Protocol 4; encounter reconciliation; transparency report assistance.

Louisiana Department of Health (2014 – Present)

Managed Care Organization Oversight

Scope of Work:

Myers and Stauffer provides services to the Louisiana Department of Health for medical loss ratio (MLR) reviews of managed care organizations.

Responsibilities:

• Medical Loss Ratio Audit and Examinations.

Mississippi Division of Medicaid (2015 – Present)

Outsourced Financial Reviews Mississippi Coordinated Access Network (MississippiCAN) and Health Information Technology/Health Information Exchange (HIT/HIE)

Scope of Work:

Myers and Stauffer provides services to the Mississippi Department of Medicaid including encounter data validation and reconciliations (to include Protocol 4), capitation and rate reviews, review of duplicate member capitation payments to CCOs, third party liability reviews, analysis of CCO claims denials and reporting, evaluation of risk adjustments, consultation on the Mississippi hospital access program transition, consulting services, and health insurance providers' fee calculation review.

Responsibilities:

• Encounter Validation Project - Protocol 4.

Nevada Department of Health and Human Services (2014 – 2015)

Nevada EQR Protocol 4 Validation of Encounter Data

Scope of Work:

Assess the completeness and accuracy of encounter data submitted by the managed care organizations to the State.

Responsibilities:

• Encounter Validation Project - Protocol 4.

New Mexico Human Services Department (2016 – Present)

External Quality Review Protocol 4

Scope of Work:

As a subcontractor to HealthInsight, Myers and Stauffer assess the completeness and accuracy of encounter data submitted by the managed care organizations to the State.

Responsibilities:

• Encounter Validation Project - Protocol 4.

Presentations

"Medicaid and Managed Care Organization Monitoring," National Association of State Human Services Finance Officers, Tampa, Florida, 2016.



Claudia Chitu, CFE, PMP

Senior Manager

Summary

Ms. Chitu is a senior manager with Myers and Stauffer LC and manages Medicaid managed care projects that focus on analysis of encounter claims data to assess data quality and completeness. She has experience in the implementation, evaluation, and monitoring of Medicaid managed care encounter data submissions. As part of this work, she performs encounter data reconciliations, on-site encounter process reviews and data validation. In addition, she has reviewed plans for contract and reporting compliance and has identified relevant best practice standards for consideration.

Other projects she has worked on have included assisting with the implementation of a new Medicaid Management Information System (MMIS) by creating and submitting test claims and encounters, in electronic data interchange (EDI) 837 and National Council for Prescription Drug Programs (NCPDP) formats, to evaluate system edits and processing issues, as well as performing benefits testing and claims reimbursement analysis.

Education	Experience
B.A., Economics and Mathematics, Emory University, 2005	9 years professional experience
Licenses/Certifications	
Certified Fraud Examiner Project Management Professional	_

Relevant Work Experience

Georgia Department of Community Health (2009 – Present)

Care Management Organization Compliance

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health with providing oversight and monitoring of the Georgia Families Care Management Organizations (CMOs).

Responsibilities:

- Manage the encounter reconciliation work for evaluating Georgia Medicaid CMOs' compliance with contractual obligations for encounter data submissions.
- Serve as a subject matter expert for encounter submissions.
- Assist in the development of the data analysis plan for CMO on-site encounter process reviews and data validation work.
- Provide enhanced member and encounter data extracts and analysis to the State's actuarial firm to assist in
 the rate setting process and to ensure that work identifying data issues and potential adjustments and
 corrections to the data is not duplicated as part of rate-setting and program reporting.



- Reviewed CMO payments to providers for primary care rate increases under the Affordable Care Act for accuracy and appropriateness. Identified and helped address data issues with provider enrollment and CMO claims payment processing.
- Assisted with CMO readiness reviews, prior to a new contract starting date, in order to evaluate the CMOs' abilities to provide services for members according to state program polices, pay provider claims and comply with state and federal reporting requirements.
- Perform ad-hoc data analyses to estimate impact of potential changes in policy, legislation and program budget.

Georgia Department of Community Health (2009 – 2010)

Benefits Testing

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health to evaluate the accuracy of benefit payments made through the Medicaid program and Children's Health Insurance Program (CHIP).

Responsibilities:

- Developed fee-for-service and encounter test claims and reviewed the MMIS system for processing and payment accuracy.
- Developed 837I and 837P claims for MMIS process testing and served as EDI subject matter expert during testing.
- Evaluated fee-for-service claim reimbursement and policy compliance and developed automated testing processes for several categories of service.

Georgia Department of Community Health (2015 – 2016)

Inpatient Hospital Rebase

Scope of Work:

Georgia Medicaid engaged Myers and Stauffer to update their prospective payment system for inpatient hospital services and to implement an outpatient hospital reimbursement system.

Responsibilities:

 Assisted the Department with the implementation of an updated inpatient hospital payment system and reimbursement review methodology that effectively incorporated relevant best practices and addressed potential risk areas identified as part of the engagement's work.

Georgia Department of Community Health (2014 – Present)

Recovery Audit Contractor

Scope of Work:

Myers and Stauffer provides recovery audit contractor (RAC) services to the Georgia Department of Community Health.

Responsibilities:

 Help develop and review algorithms utilized in the engagement to identify potential over- and underpayments to health care providers for fee-for-service and encounter claims.

Louisiana Department of Health (2012 – Present)

Managed Care Organization Audit

Scope of Work:

Myers and Stauffer assists the Louisiana Department of Health with providing oversight and monitoring of the Bayou Health managed care organizations (MCOs).

Responsibilities:

 Manage the encounter reconciliation work for evaluating Louisiana Medicaid MCOs' compliance with contractual obligations for encounter data submissions.



 Serve as a subject matter expert for encounter submissions and assisted in the development of the data analysis plan for MCO on-site encounter process reviews and data validation work.

Mississippi Division of Medicaid (2017 – Present)

Outsourced Financial Reviews Mississippi Coordinated Access Network (MississippiCAN) and Health Information Technology/Health Information Exchange (HIT/HIE)

Scope of Work:

Myers and Stauffer provides services to the Mississippi Department of Medicaid including encounter data validation and reconciliations (to include Protocol 4), capitation and rate reviews, review of duplicate member capitation payments to CCOs, third party liability reviews, analysis of CCO claims denials and reporting, evaluation of risk adjustments, consultation on the Mississippi hospital access program transition, consulting services, and health insurance providers' fee calculation review.

Responsibilities:

Assist the Division in reviewing and evaluating high rates of claim denials by a CCO. This project includes a
review of the CCO's internal processes, claims adjudication and system edits configurations, provider and
member communication and encounters reporting.

New Mexico Human Services Department (2015)

Medicaid Managed Care Compliance Reviews

Scope of Work:

Myers and Stauffer assists the department in assessing the compliance of the Medicaid MCOs with contract requirements.

Responsibilities:

 Assisted in the development of the data review plan for New Mexico Medicaid MCO hospital encounter claim payment reviews.

Presentations

"Driving Program Improvements and Controlling Costs With Advanced Analytics and Reporting," MESC - Medicaid Enterprise Systems Conference, St. Louis, Missouri, 2016.



Stephen Fader, CFE

Manager

Summary

Mr. Fader, a manager with Myers and Stauffer, has several years of experience in managed care. Mr. Fader performs analysis activities and project management support for the encounter reconciliation and validation engagements with the Louisiana Department of Health's (LDH) Healthy Louisiana program and the Georgia Department of Community Health's (DCH) Georgia Families program. His responsibilities also include overseeing the reconciliation of conventional Medicaid claims data; serving as an encounter claims data technical resource; and performing ad-hoc data analyses. He has also provided assistance for external quality review, managed care on-site reviews, and reconciliation and analysis of Georgia's Medicaid Primary Care Rate Increase (PCRI) program.

Prior to joining Myers and Stauffer, Mr. Fader was a systems data analyst for the Georgia Department of Audits and Accounts, Healthcare Audits Division. He performed data analysis activities and developed and maintained reporting documents for use throughout the division and DCH. Additionally, he performed audits of Medicaid cost reports for Georgia nursing homes as well as audits of other state programs.

Education	Experience
B.B.A., Accounting, Georgia College & State University, 2007	11 years professional experience
Affiliations	Licenses/Certifications
Association of Certified Fraud Examiners	Certified Fraud Examiner

Relevant Work Experience

Georgia Department of Community Health (2012 – Present)

Care Management Organization Compliance

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health with providing oversight and monitoring of the Georgia Families Care Management Organizations (CMOs).

Responsibilities:

- Oversee the encounter data reconciliation analyses and reports we provide to the Georgia Department of Community Health for the Georgia Families Program.
- Work with the state and their care management organizations on encounter claims data issues.
- Conduct the Georgia Families managed care on-site reviews.
- Provide reconciliation and analysis of Georgia's Medicaid Primary Care Rate Increase (PCRI) program and conduct other data analysis tasks.
- Served as a subject matter expert on encounter claims data.



Georgia Department of Community Health (2013 – Present)

Electronic Health Record Auditing

Scope of Work:

Myers and Stauffer assists the department in planning, developing, implementing, operating, and auditing various functions of the Electronic Health Record (EHR) Incentive Program for the Georgia Department of Community Health.

Responsibilities:

- Served as a subject matter expert on encounter claims data.
- Provided consultation on database scripting and analyses.

Georgia Department of Community Health (2012 – Present)

Benefits Testing

Scope of Work:

Myers and Stauffer assists the Georgia Department of Community Health to evaluate the accuracy of benefit payments made through the Medicaid program and Children's Health Insurance Program (CHIP).

Responsibilities:

- Manage the reconciliation of the monthly Georgia Medicaid claims data to financial information.
- Perform data loading, data updating, and other data analysis tasks.
- Provide consultation on the claims data information as a subject matter expert.

Georgia Department of Community Health (2012 – Present)

Recovery Audit Contractor

Scope of Work:

Myers and Stauffer provides recovery audit contractor (RAC) services to the Georgia Department of Community Health.

Responsibilities:

- Served as a subject matter expert on encounter claims data.
- Provided consultation on database scripting and analyses.

Louisiana Department of Health (2013 – 2016)

Behavioral Encounter Reconciliation

Scope of Work:

Myers and Stauffer provides accounting and auditing services to support the operation of the Louisiana Behavioral Health Partnership (LBHP) to minimize the Department's risk in the areas of member care and administration, data quality, and financial management. Myers and Stauffer LC will also assist the Department with accomplishing its goal of ensuring that Louisiana Behavioral Health Partnership (LBHP) members are receiving high-quality coordinated care at the lowest cost.

Responsibilities:

- Served as a subject matter expert on encounter claims data.
- Provided consultation on database scripting and analyses.

Louisiana Department of Health (2013 – Present)

Electronic Health Record Auditing and HIT/HIE

Scope of Work:

Myers and Stauffer assists the department in planning, developing, implementing, operating and auditing various functions of the Medicaid electronic health records (EHR) and in developing a statewide HIT / HIE strategy, to participate in stakeholder engagement, to assist in planning and preparation, to evaluate HIT adoption and utilization, and factors to contribute to success or barriers to use, funding requests, and other technical assistance.

Responsibilities:



- Served as a subject matter expert on encounter claims data.
- Provided consultation on database scripting and analyses.

Louisiana Department of Health (2012 – Present)

Managed Care Organization Audit

Scope of Work:

Myers and Stauffer assists the Louisiana Department of Health with providing oversight and monitoring of the Bayou Health managed care organizations (MCOs).

Responsibilities:

- Oversee the encounter data reconciliation analyses and reports provided to the Louisiana Department of Health for the Healthy Louisiana Program.
- Work with the state and their managed care organizations (MOCs) on encounter claims data issues.
- Provided assistance for the Louisiana external quality review engagement and other data analysis tasks.
- Served as a subject matter expert on encounter claims data.

Louisiana Department of Health (2013 – 2015)

Recovery Audit Contractor (RAC)

Scope of Work:

Myers and Stauffer assisted the department by enhancing overall program integrity efforts through the recovery audit contractor (RAC) program in accordance with federal and state laws.

Responsibilities:

- Served as a subject matter expert on encounter claims data.
- Provided consultation on database scripting and analyses.

Mississippi Division of Medicaid (2015 – Present)

Outsourced Financial Reviews Mississippi Coordinated Access Network (MississippiCAN) and Health Information Technology/Health Information Exchange (HIT/HIE)

Scope of Work:

Myers and Stauffer provides services to the Mississippi Department of Medicaid including encounter data validation and reconciliations (to include Protocol 4), capitation and rate reviews, review of duplicate member capitation payments to CCOs, third party liability reviews, analysis of CCO claims denials and reporting, evaluation of risk adjustments, consultation on the Mississippi hospital access program transition, consulting services, and health insurance providers' fee calculation review.

Responsibilities:

- Served as a subject matter expert on encounter claims data and encounter reconciliation analyses.
- Consulted with analysts and the Mississippi Division of Medicaid on the development of the state's encounter reconciliation process.
- Provided consultation on database scripting and analyses.

Presentations

"Encounter Reconciliations," Georgia Department of Community Health, Atlanta, Georgia, 2016.

"A Deeper Dive into Requirements of the New Managed Care Rule," State Governments, Managed Care Organizations, Etc., Webinar, 2016.



Business Continuity Plan

V 7.4a (12/19/2017)

Confidential

John Bel Edwards
GOVERNOR



LaGov PO# 2000332970 Exhibit 5

> Rebekah E. Gee MD, MPH SECRETARY

State of Louisiana

Louisiana Department of Health Bureau of Health Services Financing

April 19, 2018

Ms. Pamela Bartfay Rice, Esq. Assistant Director, Professional Contracts Office of State Procurement P. O. Box 94095 Baton Rouge, Louisiana 70804-9095

RE: Justification for Out-of-State Contract

Dear Ms. Rice:

The Louisiana Department of Health is requesting approval to enter into an accounting and auditing contract with an out-of-state entity, Myers and Stauffer LC ("MSLC"). The accounting and auditing services provided by MSLC are required for the proper monitoring of the managed care contracts that are in place to provide services to the majority of Medicaid recipients.

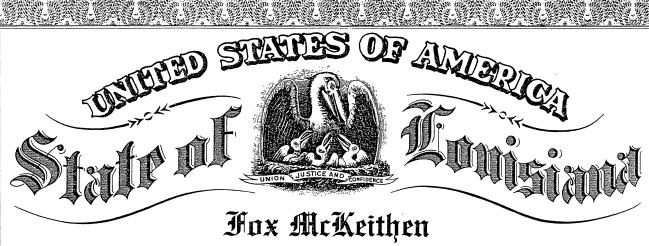
MSLC has significant expertise in this field and has contracts with multiple states for comparable work. No Louisiana entities possess this expertise. MSLC will not be in the state for more than 30 days.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval. Should you need further information, please contact me via telephone at (337) 354-5750 or via e-mail at jen.steele@la.gov.

Sincerely,

Jen Steele

Medicaid Director



SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

an Application for Certificate of Authority of

MYERS AND STAUFFER LC

Domiciled at TOPEKA, KANSAS, was filed in this Office on October 16, 1998,

I further certify that no certificate of withdrawal has been issued.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

Jox. H. Lillan

BRI 346969600 Secretary of State

