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DHH - CF - 1 Revised: 2011-06

CONTRACT BETWEEN STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS

CFMS: 7/3200 DHH: 058562

Medical Vendor Administration

Agency # 305

			AND				
		Mye	rs and Stauffer I	LC			
			FOR				
	Personal Servi	ces Professional	Services Cons	sulting S	ervices Social Se	ervices	
				100			
1)	Contractor (Legal Name if Corpo Myers and Stauffer LC	oration)		5)	Federal Employer Tax 48116404200	ID# or Socia (Must be 11	
2)	Street Address 11440 Tomahawk Creek Parkway		Familia 1	6)	Parish(es) Served ST	10.15.15.15.	
	City Leawood	State KS	Zip C 66211	ode 7)	License or Certification	on#	
3)	Telephone Number			8)	Contractor Status		
7.0	800-374-6858				Subrecipient:	Yes	X No
)	Mailing Address (if different) same as above			35	For Profit:	Yes Yes Yes	☐ No
	City	State	Zip C	ode 8a)	CFDA#(Federal Grant a 93.778	#)	
0)	Effective Date 06-01-2012		11) Term	ination Da	te 05-31-2015		
2)	This contract may be terminate without cause but in no case sl	ed by either party upon nall continue beyond th	giving thirty (30) da e specified termina	ys advand tion date.	ce written notice to the	other party	with or
3)	Maximum Contract Amount	\$ 1,275,000.00 F	Y12=\$39,583 FY1	3=\$468,7	50 FY14=\$400,000 F	Y15=\$366,	567
4)	Terms of Payment If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: The contractor shall be compensated on an hourly rate based on the level of staff providing services. Hourly rates, inclusive travel and any and all other costs associated with the services provided, vary by position as indicated on Fee Schedule (Attachment C). Payment will be based on approval of invoices and deliverables. For each month in the contract period, invoices are due by fifteenth of the month for the prior month's deliverables.			clusive of le			
	Contractor obligated to submit final invoices to Agency within fifteen (15) days after term			r terminatio	on of contract.		
	PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Steven		Last Nam Annison	ne		Walls.
		Title			Phone N		
		Medicaid Program Man	ager 2		225-342-	5935	
5)	Special or Additional Provisions	ANNUAL CONTROL OF THE PARTY.	H-805 -11	CESSARY,	THE THIRD PROPERTY.		EFERENC

Exhibit 5: Resumes

Exhibit 6: Emergency Preparedness

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

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1. Contractor hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, 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, age, national origin, handicap, political beliefs, disabled veteran, veteran status, or any other non-merit factor.

- 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. 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 three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, 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 DHH 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 Department of Health and Hospitals, 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 DHH Office.

- 4. 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. 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 Contractual Review.
- 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.
- 7. 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 Department of Health and Hospitals, 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.
- 8. 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.
- 9. 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.
- 10. 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.

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11. 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.

- 12. 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 supplies 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.
- 13. 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 as amended in the 2008 Regular Session of the Louisiana Legislature.
- 14. 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.
- 15. 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 \$20,000, the Director of the Office of Contractual Review, Division of Administration in accordance with La. R.S. 39:1502...
- 16. 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. 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 contract exceeds \$20,000, approved by the Director of the Office of Contractual Review, Division of Administration. 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.
- 18. Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.
- 19. 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 DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH 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. Any equipment purchased under this contract remains the property of the Contractor for the period of 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 DHH 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. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, 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 LA R.S. 40:1299.39 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 DHH.

- 22. 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. 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.

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 LOUI DEPARTMENT OF HEALTH	
Music Wolfers SIGNATURE	5/1/2012 DATE	SIGNATURE	DATE
MICHAEL D JOHN	(po 2		
NAME		NAME	Manual Designation of the Control of
MEMBER		Secretary, Department of Health and	Hospital or Designee
TITLE		TITLE	
SIGNATURE	DATE	Medical Vendor Admi	5 22 20 12 DATE
MANUAL PROPERTY OF THE PROPERT	PAIE	DON GALGORY	
NAME		NAME	
		MESIGAN DIREC	TOR
TITLE		TITLE	
			Car car

APPROVED
Office of the Governor
Office of Contractual Review

JUN 27 2012

DIRECTOR

Rev. 12/04



HIPAA Business Associate Addendum:

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

- The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHH"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
- 2. "Protected health information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual; and that identifies the individual or which DHH believes could be used to identify the individual.

"Electronic protected health information" means PHI that is transmitted by electronic media or maintained in electronic media.

"Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

- 3. Contractor is considered a Business Associate of DHH, as contractor either: (A) performs certain functions on behalf of or for DHH involving the use or disclosure of protected individually identifiable health information by DHH to contractor, or the creation or receipt of PHI by contractor on behalf of DHH; or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHH involving the disclosure of PHI.
- Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential
 by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations
 and by this contract and addendum.
- Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.
- 6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) 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 will 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.
- 7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees', agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
- Contractor shall, within 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.
- 9. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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.
- 10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
- Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
- 12. 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
- 13. Compliance with Security Regulations:
 - In addition to the other provisions of this Addendum, if Contractor creates, receives, maintains, or transmits electronic PHI on DHH's behalf, Contractor shall, no later than April 20, 2005:
 - (A) Implement 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 DHH;
 - (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and
 - (C) Report to DHH any security incident of which it becomes aware.
- 14. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract
- 15. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.

BACKGROUND

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The Department of Health and Hospitals is transforming its Medicaid and Children's Health Insurance Program (CHIP) program by moving away from a fee-for-service delivery model and transitioning its members to a coordinated care delivery system with full implementation June 1, 2012. This new managed care delivery system (Bayou Health) consists of two models:

- A traditional capitated managed care model whereby private managed care
 organizations (MCOs) receive a per-member per-month fee for each enrollee
 covered to provide benefits and services. Each MCO is required to process
 claim payments for their members. Three MCOs have been selected to deliver
 care under this service model. Those MCOs selected to begin delivering care in
 2012 are Amerigroup, LaCare, and Louisiana Health Connections.
- An enhanced primary care case management (PCCM) system whereby a private managed care network receives a per-member per-month fee to provide enhanced care management services. Providers in that network will have an opportunity to share in cost savings resulting from coordinating care. Under this shared savings model, the Department's MMIS vendor, Molina, will continue to process claims for payment. The PCCM's selected to deliver care under this model beginning in 2012 are Community Health Solutions and United Healthcare Community Plan.

GOAL/PURPOSE

To provide accounting services to support implementation of Medicaid managed care, 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 Bayou Health plan members are receiving high quality coordinated care at the lowest cost.

OUTCOMES

The contractor shall:

- Provide assistance monitoring and reporting as it relates to the Bayou Health Plans; and,
- Provide 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 the Bayou Health Plans.

DELIVERABLES/PERFORMANCE INDICATORS

- 1) Health plan monitoring and reporting
 - a) On a semiannual schedule, perform an analysis of health plan submitted cost reports per the Supplemental Financial Reporting guides. These quarterly reports were designed by the Department to assist with the monitoring of Medical Loss Ratios and Administrative Costs:
 - Monitor membership changes and claims to assist with the identification of denial of service trends by each of the health plans;
 - Provide a comparison of Louisiana health plan models to other state Medicaid managed care health plans identifying opportunities for improvement and documented successes;

- d) Provide a comparison or contrast of the two (2) Louisiana delivery models with a focus on the cost savings achieved on behalf of the Department;
- At an interval to be determined by the Department, perform an analysis and assessment on the accuracy and completeness of the reported encounters by the health plans;
- f) Other analyses as determined by the Department.

2) Encounter data management

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- a) Analyze the encounter processes and documentation (i.e. Companion Guides) utilized by the Fiscal Agent Contractor (FAC);
- Meet with each managed care entity participating in Bayou Health and 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 MCOs. 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 MCOs to the FAC and report to the Department on volumes and potential issues identified;
- g) Review encounter submission error reports with MCOs and address identified issues with each plan;
- b) Document issues and MCO 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 monthly meetings with the MCOs and address common errors, edits, or problems identified by the MCOs as a barrier to successful encounter submissions;
- K) Obtain cash disbursement journals (CDJ) and other necessary financial records from each of the MCOs reflecting the payments to providers for medical services;
- Reconcile the CDJ to the MCO submitted encounter data, identifying potential issues or missing encounters;
- m) Provide initial exception reports to each of the MCOs to explain or correct potential issues in the encounter data;
- Provide completion reports on a frequency as determined by the Department.
 We anticipate that the initial report frequency would be on a 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);
- 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.

TERMS OF PAYMENT

The contract shall begin on June 1, 2012 and end on May 31, 2015. For the 36 month contract term, the contract amount shall not exceed \$1,275,000.

The contractor shall be compensated on an hourly rate based on the level of staff providing services. Hourly rates, inclusive of travel and any and all other costs associated with the services provided, vary by position as follows:

Member/Principal	\$300
Managers	\$250
Statistician	\$350
Registered Nurse	\$185
Senior Accountant/Analyst	\$175
Staff Accountant/Analyst	\$120
Paraprofessional/Support Staff	\$60

Payment will be based on approval of invoices and deliverables. 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.

MONITORING PLAN

- 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 DHH.
- The contractor will submit a monthly invoice supported by timesheets which identify staff providing service (name and position), dates and time serviced by project task.
- Status reports will be submitted to the Department by the 15th of the following month.
- 4) Project monitoring will also include contract monitor review and approval of:
 - a) Project work plan
 - b) Monthly status reports
 - c) Monthly invoices

CONTRACTOR REQUIREMENTS

Perform services in accordance with applicable professional standards promulgated by the AICPA.

Notify the contract monitor within three business days of any encounters matters that could impede the timely completion of deliverables.

Notify the contract monitor within three business days of any of any potential risks to the Department identified.

Report immediately to the Medicaid Deputy Director for Managed Care and Deputy Director and the Department's Office of the Inspector General any matters of fraud identified.

Attachment C

FEE SCHEDULE

Statistician	\$350
Member/Principal	\$300
Managers	\$250
Registered Nurse	\$185
Senior Accountant/Analyst	\$175
Staff Accountant/Analyst	\$120
Paraprofessional/Support Staff	\$60



MYERS AND STAUFFER LC

Certificate of Authority

I, Kevin C. Londeen, hereby certify that I am a duly elected 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 December 2, 2011.

We hereby authorize Keenan S. Buoy, Kevin C. Londeen, Kathryn M. Wade, James D. Erickson, Kristopher J. Knerr, Jared B. Duzan, John B. Dresslar, Amy C. Perry, T. Allan Hansen, Michael D. Johnson, and Ryan M. Farrell 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.

Keenan S. Buoy, Kevin C. Londeen, James D. Erickson, Kristopher J. Knerr, John B. Dresslar, Amy C. Perry, and Michael D. Johnson are members, and Kathryn M. Wade, Jared B. Duzan, T. Allan Hansen, and Ryan M. Farrell are principals of Myers and Stauffer LC.

Kevin C. Londeen Managing Member

Department of Health and Hospitals BAYOU HEALTH

April 19, 2012

Exhibit 2

Ms. Sandra G. Gillen, CPPB Director Office of Contractual Review Division of Administration P.O. Box 94095 Baton Rouge, Louisiana 70804-9095

RE: Justification for Multi-Year Contract

Dear Ms. Gillen:

Please consider this justification for the Department of Health and Hospitals to enter into a multi-year contract with *Myers and Stauffer LC*. Funds for the first fiscal year of the contract are available and payment and performance for subsequent fiscal years shall be subject to the availability of funds.

DHH is transitioning approximately 900,000 Medicaid enrollees from the current fee-for-service system to Medicaid managed care (BAYOU HEALTH) and requires ongoing assistance with analyzing the expenditures submitted quarterly by the managed care companies, identifying denial of service trends by each of the health plans, comparing savings achieved by the two managed care delivery models (MCO and Shared Savings), and auditing/analyzing encounter processes.

The current BAYOU HEALTH contracts are three years with two optional oneyear renewals and will require financial support throughout the contracts.

If further information is needed, please call 342-5935.

Sincerely,

Steven J. Annison

Medicaid Program Manager 2 Medicaid Managed Care Program

Steven J. annison



Department of Health and Hospitals Bureau of Health Services Financing

April 18, 2012

Exhibit 3

Ms. Sandra G. Gillen Director Office of Contractual Review Division of Administration P. O. Box 94095 Baton Rouge, LA 70804-9095

Re: Justification for Out of State Contractor

Dear Ms. Gillen:

The Department of Health and Hospitals (DHH) is requesting approval to contract with Myers and Stauffer, LC for the purposes of securing their accounting services in relation to our managed care contracts.

DHH is currently transforming Medicaid to move away from the current fee-for-service system to two new health care delivery models that will more effectively manage Medicaid enrollees' health care through the implementation of our new Medicaid managed care system BAYOU HEALTH. The three-phase implementation will be completed on June 1, 2012.

The two delivery models are:

- a traditional capitated managed care model whereby private managed care organizations (MCOs) receive a per-member per-month fee for each enrollee covered to provide benefits and services. Each MCO is required to process claim payments for their members. Currently three (3) MCOs have been selected to deliver care under this service model. The statewide MCOs who began delivering care February 1, 2012, are Amerigroup, LaCare, and Louisiana Healthcare Connections; and,
- 2) an enhanced primary care case management system whereby a private managed care network receives a per-member per-month fee to provide enhanced care management services. These health plans will have an opportunity to share in cost savings resulting from coordinating care. Under this Shared Savings model, the Department's MMIS vendor, Molina, will continue to process claims for payment. The statewide Shared Savings companies who began delivering care February 1, 2012, are Community Health Solutions and United Healthcare.

The contractor will be required to analyze and audit the expenditures of each of the two delivery models to monitor, compare, and contrast: membership changes and claims to identify denial of service trends; savings achieved by DHH; trends in spending to identify the possibility of fraud and abuse; Medical Loss Ratios; as well as obtaining all encounter claim data accepted by the Fiscal Intermediary as submitted from the MCOs allowing a quality assurance process and documentation analysis to guarantee a clean set of data.

We appreciate your assistance in this matter and we hope that you will give this contract your favorable consideration and approval. If further information is needed, please contact me at (225) 342-5935.

Sincerely,

Steven J. Annison

Medicaid Program Manager 2 Medicaid Managed Care Program



SECRETARY OF STATE

.Is Secretary of State, of the State of Louisiana. I do hereby Certify that the Application Form for Certificate of Authority of

MYERS AND STAUFFER LC

Domiciled at TOPEKA, KANSAS,

Was filed and recorded in this Office on October 16, 1998,

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

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,

October 16, 1998

DWI 34696960Q Secretary of State



	OR CERTIFICATE OF AUTHORITY OT BUSINESS IN LOUISIANA (A. L. 12-145)	
Percusa Capting Liability Codepian Electronia 100,00 filtra re- Anter resultaner, percent on Secretary of State Construction	Return to: Corporation Division 1	
STATE OF Kansas PARISH COUNTY OF Shawnee	Check one: (X) Original Application () Amended Application	
Current limited Hability company name: Myers and Stauffer LC	· · · · · · · · · · · · · · · · · · ·	
Previous limited liability company name: N/A (use only for amended application	on changing the limited liability company name)	
A limited liability company organized under the laws of the State of: Kansas 4123 SW Gage Center Boulevard, Suit organization at: Topeka, Kansas 66604 (domicile address, city, state, cip)	e 200 and having its principal business office	
(wherever located) outside of the State of organization as: 8555 North Riv	ver Road, Suite 360, Indianapolis, IN (address, city, state, tip)	46240
doing business, being about to do business in the state of Louisiana is conformity wi		
makes its written declaration that the registered office of the limited liability companies	yla Louisians is located at: 8550 United Plaza Blvd.	
Baton Rouge, Louisiana 70809	and its registered agent(s) in Louisiana: C T	
Corporation System, 8550 United Plaza Blvd.,		
Agent(s) Name and Address (Must be identical to registered office in		
business establishment in the State of Louisiana 8550 United Plaza B	lvd., Baton Rouge, LA 70809	
The nature of business which the limited liability company proposes to transact in the The purpose of the 1	imited liability company is to provide	
business under the laws which it is organized; professional account any lawful act or activity for which a limit under the laws of the State of Louisiana. Date of organization and the period of duration if any Date of Organiza Date of Dissolution is a professional account any lawful account and the period of duration if any Date of Dissolution is a professional account any lawful account account any lawful account any lawful account any lawful account accoun	ing and consulting services as well as ed liabilty company may be organized tion: February 8, 1995	
Dated and executed at 4123 SW Gage Center Blvd., Suite	200, Topeka, Kansas on the	
day of Oct. 6 ,19 98.		٠
XMHNYKKO or Member Kevin C. Londeen	Manager(s) or Member	
On this 6th day of October 1998, personally appo	eared before me Levin C. Londess, who being	
Notary Public State of Kanasa	of the above named limited Hability	
company, and that the statements contains the rise of the Briggs My Appt Exp 8-21-200/	Hay Will ASI DOTGE	
hereby acknowledge and accept the appointment of registered agent for and on behalf of the above named limited liability company.	Alease see attached. Registered Agent	
Brown to and subscribed before me this 6th day of	Please see attached.	
1978.	Notary	

972 7/92

(Note: This form may also be used when applying for an amended Cortificate of Authority pursuant to R.S. 12:13-44)

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY DESIGNATED REGISTERED AGENT ACT 769 OF 1987

To the State Corporation Department State of Louisiana

STATE OF MISSOURI

CITY OF ST. LOUIS

On this 17th day of September, 1998, before me, a Notary Public in and for the State aforesaid, personally came and appeared, J. L. Miles, who is to me known to be the Assistant Secretary of C T Corporation System, and who, being duly sworn, acknowledged to me that it does hereby accept appointment as the Registered Agent of MYERS AND STAUFFER LC, which is a corporation authorized to transact business in the State of Louisiana pursuant to the provisions of the Title 12, Chapter 1, 2 and 3.

C T CORPORATION SYSTEM
REGISTERED AGENT

D.,

J. L. Miles, Assistant Secretary

Subscribed and sworn to before me on the day, month and year first above set forth.

Shannon P. Kister, Notary Public

My commission expires: January 20, 2002

SHANNON P. KISTER
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County

My Commission Expires Jan. 20, 2002

STATE OF KANSAS

OFFICE OF SECRETARY OF STATE RON THORNBURGH



To all to whom these presents shall come, Greetings:

I, RON THORNBURGH, Secretary of State of the state of Kansas, do hereby certify that I am the custodian of records of the State of Kansas relating to limited liability companies and that I am the proper official to execute this certificate.

I FURTHER CERTIFY THAT

MYERS AND STAUFFER LC

is a regularly and properly organized limited liability company under the laws of the State of Kansas, having filed articles of organization in Kansas on the 8th day of February, A.D. 1995 and has paid all fees and franchise taxes due this office and is in good standing according to the records now on file in the office of Secretary of State.

In testimony whereof:
I hereto set my hand and cause
to be affixed my official seal.
Done at the City of Topeka, this
17th day of September, A.D. 1998



RON THORNBURGH SECRETARY OF STATE

Jared B. Duzan, CFE

Experience Summary

Mr. Duzan is a principal/director with Myers and Stauffer LC and has more than 17 years of experience in public health policy, program integrity, and reimbursement. He oversees the firm's program integrity engagements, including managed care auditing, fraud and abuse detection, recovery audit contractor, eligibility audits (PERM), claims analysis, compliance audits, Medicaid Management Information System (MMIS) adjudication audits, and quality assurance projects. As project director, Mr. Duzan oversees projects and supports the project manager throughout the life of a contract. He is responsible for reviewing deliverables, coordinating professional resources, and strategic planning. He has consulted with state Medicaid programs in Alaska, California, Colorado, Florida, Georgia, Indiana, Iowa, Kentucky, Missouri, Nevada, New Mexico, North Carolina, Oklahoma, South Carolina, Vermont, Virginia, and Wyoming.

Mr. Duzan's experience also includes Medicaid rate setting and reimbursement policy consulting for acute care hospitals, physicians and practitioners, durable medical equipment and medical supplies, telemedicine, and dental services. In addition to the rate setting and policy initiatives, Mr. Duzan has prepared upper payment limit tests, fiscal analyses, policy and procedure analysis, state plan and regulatory amendments, research and modeling for proposed legislation, and survey research. Mr. Duzan is experienced with a multitude of health care provider categories and both fee-for-service and managed care delivery systems.

Before joining Myers and Stauffer, Mr. Duzan was a policy and procedure analyst with the State of Indiana, Office of Medicaid Policy and Planning. His primary responsibilities included directing and monitoring the activities of the Surveillance and Utilization Review Unit, policy research and data analysis pertaining to fraud and abuse detection and prevention in all Medicaid program areas.

Work Experience

May 1997 -Present

Principal, Myers and Stauffer LC, Indiana

Mr. Duzan is a principal/director with Myers and Stauffer LC and has more than 17 years of experience in public health policy and reimbursement. He oversees the firm's program integrity engagements, managed care plan

auditing, PERM audits, fraud and abuse detection, claims analysis and recovery programs, compliance audits, , Medicaid Management Information System (MMIS) adjudication audits, and quality assurance projects.

November 1995 – May 1997

Policy and Procedure Analyst, State of Indiana Office of Medicaid Policy and Planning, Indiana

Mr. Duzan served the Indiana Medicaid program where he directed and monitored the activities of the Surveillance and Utilization Review Unit (SURS), including policy directives and data analysis pertaining to fraud and abuse detection and prevention in all Medicaid program areas. In addition, he was responsible for the Diagnosis Related Group and Outpatient Prospective Payment System rate setting activities and reimbursement policies.

December 1994 – May 1995

Economic Analyst / Independent Contractor, State of Indiana Division of Mental Health and Addictions, Indiana

Mr. Duzan served as an analyst to compile, analyze, and report on mental health consumer data. He utilized statistical software to compile the findings. He prepared reports to the Deputy Director of the Division.

August 1992 – May 1996 Research Analyst and Coordinator, Indiana University Institute for Social Research, Indiana

Mr. Duzan served as an analyst to study the impact of closing of a state inpatient mental health institution. As part of his responsibilities, he designed and programmed surveys to consumers and their family members, as well as completed analyses of data received through interviews and completed surveys.

Education

B.A. with Distinction, Economics (Quantitative), Indiana University, 1995

Technical Skills

Certification Certified Fraud Examiner

Affiliations

Georgia Society for CPAs

Indiana CPA Society

Association of Certified Fraud Examiners

Beverly Kelly, CPA, CFF, CFE

Experience Summary

Ms. Kelly recently completed a comprehensive examination of the Passport Health Plan for the Commonwealth of Kentucky, which included analysis of financial and utilization data, analyses of the health plan business model, fact finding interviews, on-site procedures, contract analyses, random sampling and validation of managed care encounter data, global analysis of the encounter data to identify trends in patient care and issues/concerns with the encounter data, among other activities. She serves as a technical resource for the firm's program integrity engagement with the Georgia Department of Community Health and in particular, the Georgia Families Program. The Georgia Families Program is the state's care management program and includes over one million members and three large health plans. Her responsibilities include overseeing post-payment review of encounter claims, monitoring and reporting on health plan compliance with contractual and regulatory provisions, communicating with providers and professional associations, onsite financial audits and reconciliations, preparation of written and oral reports, and presentations to the Department of Community Health and the Board of Community Health in Georgia.

In addition to the duties outlined above, Ms. Kelly also provided assistance with a large on-site agreed upon procedures engagement in which one of Georgia's care management organizations' internal controls, processes and other financial information were evaluated to determine compliance with selected state and contractual obligations. This engagement resulted in a significant number of recommendations regarding corrective actions as well as the assessment of damages against the care management organization by the state.

Ms. Kelly oversaw a project for the Indiana Family and Social Services Administration, Division of Finance and Budget, to develop a cost reporting tool and assist in determining reimbursement rates relative to the administrative functions for the Child Care and Development Fund (CCDF) Program. She coordinated with committee members representing the CCDF County Voucher Agents to obtain input on the development of the cost reporting tool, surveyed similar agencies in other states to obtain information regarding potential alternative reimbursement methodologies, and participated in onsite validations of a sample of the costs reports submitted. From the information obtained, median base rates for child care services, both on an urban and a rural basis, were calculated and presented to the Division of Finance and Budget for consideration.

Ms. Kelly managed the firm's program integrity engagements for the states of Indiana, South Carolina and Kentucky where her responsibilities included supervision of the development of algorithms to assess accuracy of Medicaid payments to providers as well as identify possible abuse or fraud, oversight of collection procedures, coordination with fiscal intermediaries for claims system enhancements, and correspondence with providers regarding resolutions and appeals. Ms. Kelly also serves as a liaison to various provider associations, and coordinates efforts with the state Medicaid Fraud Control Units.

Ms. Kelly's experience also includes management of the firm's Frankfort, Kentucky office and overseeing all aspects of the firm's rate setting contract with the Kentucky Department for Medicaid Services. She works closely with state agencies to determine policy development and regulations. Her experience includes supervision and management of numerous auditing projects, including focused field audits of nursing facilities, pharmacies, physician offices, federally qualified health centers, waiver providers and other state agencies. She has experience writing limited-scope audit and agreed upon procedures programs for a variety of provider types and successfully conducting those engagements. She also assists the firm's clients in researching and preparing state plan amendments when a change in federal legislation mandates the change.

Ms. Kelly participated on a Medicaid contract for the state of Virginia to conduct claims reviews for select Medicaid providers. The project identified the appropriateness of certain Medicaid payments and verified compliance with certain state and federal regulations for Medicaid services. As part of this project, she conducted on-site field reviews of selected home infusion providers with the objective of identifying fraud, waste and abuse for the state's Medicaid program.

Work Experience

November 1998 - Present Manager, Myers and Stauffer LC, Indiana

Ms. Kelly serves as a manager for the firm's program integrity engagements. She works with State Medicaid agencies on initiatives to reduce fraud, waste, and abuse within government sponsored programs. She has designed audit plans, conducted data analysis, performed on-site reviews, prepared reports, and given presentations on these initiatives.

October 1994 – November

Manager, Blue and Company, LLC, Indiana

1998

Ms. Kelly served as a staff accountant, senior accountant and manager for Blue and Company, an Indiana based Certified Public Accounting firm. She was promoted to manager in July 1998. During her time with Blue and Company, Ms. Kelly prepared income, payroll, sales, and personal property tax returns, as well as corporate, partnership, and individual tax returns, payroll, and property. Upon her promotion to manager, Ms. Kelly supervised these activities, performed supervisory review and quality assurance, and managed client relationships.

Education

B.S., Accounting, Indiana University, 1990

Technical Skills

Certification

Certified Public Accountant, Licensed in Indiana, Kentucky and Georgia

Certified in Financial Forensics

Certified Fraud Examiner

Affiliations

American Institute of Certified Public Accountants

Indiana CPA Society

Kentucky Society of Certified Public Accountants

Health and Financial Management Association

National Association of Medicaid Program Integrity

Association of Certified Fraud Examiners

Board of Directors, Kentucky Chapter of ACFE, 2005-2007

Michael D. Johnson, CPA, CFE

Experience Summary

Mr. Johnson, a member (partner/director) with Myers and Stauffer, has 18 years of experience performing and managing agreed-upon procedures engagements, various program integrity engagements, and testifying as an expert witness for state and federal government agencies.

Mr. Johnson has worked on a variety of engagements throughout his career. Some of his recent accomplishments include the development of a strategy to reconcile MCO encounter claims back to cash disbursement journals. With implementation of this strategy, the MCOs raised their completion rates from ~85% to ~99% and cleaned up erroneous encounters in the process. In addition, Mr. Johnson worked with several states to develop audit strategies for program oversight and payment integrity related to the EHR incentive payment program. As part of the strategy, fee-for-service and encounter data was utilized to develop risk assessments. This strategy was recognized by CMS as a best practice and Mr. Johnson was an invited speaker on this topic at the national HITECH conference in Baltimore. Recently, Mr. Johnson worked with a State Medicaid Agency to evaluate the effectiveness of a National MCO's fraud and abuse strategy. Several potential weaknesses had been identified by the OIG. The audit objective of this engagement was to evaluate the overall effectiveness of the program and provide "best practices" which can be implemented with the next MCO contract.

Mr. Johnson has previously performed a series of on-site agreed-upon procedures engagements for the Georgia Department of Community Health. These engagements included on-site interviews of a Medicaid MCO corporate and local staff, analysis of the HMO's payments to providers, and testing of certain internal control procedures.

Prior to joining Myers and Stauffer in 2008, Mr. Johnson managed the claims analysis unit of the Healthcare Audits Division for the Georgia Department of Audits and Accounts (GDOAA). While at GDOAA, Mr. Johnson also supervised and audited nursing home and home health cost reports and designed a rate setting program for skilled nursing facility reimbursement. Mr. Johnson has performed on-site audits of state agencies and county school boards throughout the state of Georgia.

Mr. Johnson has served as an expert witness for the state of Georgia and the U.S. Department of Justice in Medicaid fraud trials.

Work Experience

November 2008 -Present

Member, Myers and Stauffer LC, Georgia

Mr. Johnson, a member with Myers and Stauffer, has 18 years of experience performing and managing agreed-upon procedures engagements, various program integrity engagements, and testifying as an expert witness for state and federal government agencies. He manages contracts with multiple Medicaid clients, ranging from financial management consulting to program integrity initiatives. He has led engagements for state agency clients that have resulted in millions in identified and recouped overpayments. He has provided expert analysis and advice on developing policies and procedures to reduce fraud, waste, and abuse in government sponsored programs.

June 1994 – October 2008

Claims Analysis Manager, Georgia Department of Audits and Accounts, Georgia

Mr. Johnson managed the claims analysis unit of the Healthcare Audits Division for the Georgia Department of Audits and Accounts (GDOAA). While at GDOAA, Mr. Johnson also supervised and audited nursing home and home health cost reports and designed a rate setting program for skilled nursing facility reimbursement. Mr. Johnson has performed on-site audits of state agencies and county school boards throughout the state of Georgia.

Education

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

Technical Skills

Certification

Certified Public Accountant, Licensed in Georgia

Certified Fraud Examiner

Affiliations

Georgia Society of CPA's

American Institute of Certified Public Accountants

The Association of Certified Fraud Examiners

Joe Connell, CFE

Experience Summary

Mr. Connell serves as a Supervisor and provides support for the firm's health policy engagements and program integrity initiatives by providing extensive analysis of claims data. Mr. Connell performs these analyses to identify potential Medicaid Management Information System (MMIS) payment-related issues, as well as overpayments and potential fraud within government sponsored health care programs. Analysis is performed via file review, data mining and investigational tools to verify claim payments comply with published policies, guidelines and procedures set forth by the American Medical Association, the American Dental Association and other state programs. The process includes identifying overpayments, preparing and submitting results to clients, contacting providers for recoupment and addressing provider appeals.

In addition to his data analysis responsibilities, Mr. Connell oversees the Myers and Stauffer data warehouse which is located in the Atlanta, Georgia office. This includes communicating with fiscal agents, managed care entities and other third parties to coordinate the transfer of very large encounter data and reference data files into the warehouse, overseeing quality assurance procedures, assisting with reconciliation procedures to ensure the completeness and accuracy of the encounter data and working with the entity to obtain a complete understanding of the claims adjudication processes utilized. Mr. Connell is also responsible for maintaining the security and structure of the data warehouse in accordance with HIPAA, HITECH and contractual and internal data security policies.

Recently, Mr. Connell worked with the Georgia Department of Community Health providing audit and data analysis services related to the implementation of a new MMIS. During this time he assisted the agency by identifying implementation issues, reviewed capitation payment calculations, evaluated program integrity edits and tested for encounter submission issues on 837 and NCPDP transactions.

Work Experience

Supervisor, Myers and Stauffer LC, Atlanta

December 2008 -Present

Mr. Connell serves as a Supervisor for the firm's health policy and program integrity engagements. He works with State Medicaid agencies on initiatives to

reduce fraud, waste, and abuse within government sponsored programs. He maintains data warehouses of Medicaid paid claims and encounter data and has an extensive knowledge of data mining techniques to support the firm's engagements.

1999 – December 2008

Claims Data Analyst, Georgia Department of Audits and Accounts

Mr. Connell was a claims data analyst with the Georgia Department of Audits and Accounts. Mr. Connell maintained the Georgia fee-for-service claims data warehouse; analyzed business logic and streamlined business processes; implemented computerized algorithms to meet various business needs; designed and developed dynamic applications; delivered reports based on business requirements of clients; automated routines to improve efficiency and reduce errors; provided analysis of data and ensured policy compliance; created samples for the Payment Error Rate Measurement (PERM) project, and; pulled samples for a Georgia Medicaid payment testing project.

Education

B.S., Management, Georgia Institute of Technology, Atlanta, Georgia, 2006

Technical Skills

Certification

Certified Fraud Examiner

EXHIBIT 6

Myers and Stauffer LC Disaster Recovery Plan

Atlanta, GA Office



Certified Public Accountants

	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011

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	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011

1. Introduction

1.1 Purpose



1.2 Scope



1.3 Current Operating Environment



	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011



1.4 Current Network Backup Procedures



2 References



	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011

- 3 Disaster Procedures
- 3.1 Roles
- 3.1.1 Phone List
- 3.1.1.1 The phone numbers for the following staff can be found in the <u>MSLC</u>
 <u>Atlanta Contact and Phone Number List</u>.



3.1.2 Staff



- 3.2 Plan
- 3.2.1 Storage

3.2.2 Implementation



	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011

	Version: 1.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011

3.2.3 Disaster Assessment



3.2.4 Disaster Recovery Procedures Based Upon Assessment Level



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Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 05/27/2011



	Version: 1.1	
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3.2.5 Disaster Recovery Decision Tree



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Version: 1.1	
Last Updated: 05/27/2011	

3.2.6 Server Tape Data Backup Plan Diagram



SUMMARY OF INFORMATION

CONTRACTOR NAME Myers and Stauffer LC		Amount \$ 1,275,000.00
CONTRACT DATES		BA-22 ATTACHED
Effective Date 06-01-2012	Termination Date 05-31-2015	×

- X 1. Either no employee of this agency is both competent and available to perform the services called for by the proposed contract and/or the services called for are not the type readily susceptible of being performed by persons who are employed by the State on a continuing basis.
- X 2. The services are not available as a product of a prior or existing professional, personal contract.
- X 3. When applicable, the requirements for consultant contracts, as provided for under R.S. 39:1503-1507, have been complied with (proper documentation should be provided).
- X 4. The using agency has developed and fully intends to implement a written plan providing for the assignment of specific using personnel to a monitoring and liaison function. Identify name of individual of staff unit responsible for monitoring this contract:

Name	Phone No. (225) 342-5935		
Steve Annison, Medicaid Program Manager			
Location			
Department of Health & Hospitals, Bureau of Health Service	es Financing		

Summary of Monitoring Plan: (This must include periodic review of specified reports, documents, exception reporting, or other indicia or performance, etc.). Additional pages may be attached if necessary.

Contract will be monitored through an analysis of the deliverables achieved on monthly invoices. Other reports, established, including ad hoc reports, will be used to monitor the contractor's performance.

The ultimate use of the final product of the services: (Specify)

The services will be used by the Department to verify information and reports submitted by the BAYOU HEALTH plans. These verifications will assist taxpayers and Louisiana Medicaid members in determining if BAYOU HEALTH plans are delivering an improved quality of care over the prior Fee-For-Service model while achieving millions of dollars in savings for the Department.

- X 5. Respond to questions A or B on all contracts except those funded by "Other Charges" (3600 series) of Budget:
 - What critical services will go unprovided and to whom?

Billions of taxpayer dollars will be unmonitored and susceptible to fraud. The BAYOU HEALTH Medicaid members care not being managed properly will allow the former problem of quantity of care, as opposed to quality of care, to increase rapidly.

- How many hours will the contractor have to work? 6,197
- X 6. Completed monitoring report will be submitted to the Office of Contractual Review within 60 days after termination of contract. (For Personal, Professional, Consulting contracts exceeding \$20,000)
- X 7. The services have not been artificially divided to as to constitute a small purchase (not exceeding \$20,000).
- A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is X 8. more cost-effective than providing such services the agency itself or by any agreement with another state agency and includes both a short-term and long-term analysis and is available for review.
- X 9. The cost basis for the proposed contract is justified and reasonable.
- X 10. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided are contained in the proposed contract.

PRIOR CONTRACT INFORMATION MUST BE FILLED OUT (IF NO PRIOR CONTRACT PUT N/A)

PRIOR YEAR SERVI	CES PROVIDED BY (Contracto	r Name):			
CFMS#:	DHH#:	EFF:		TERM:	
AMOUNT:		LY ISSUED UNDER	RFP? DATE:		

	ř.			
	THE ESTABLISHED AND THE PARTY OF THE	nimum Contract Content: (SOI) - Page 2		
YES		Contains a date upon which the contract is to begin and upon which the contract will terminate.		
\times		Contains a description of the work to be performed and objectives to be met.		
\times		 Contains an amount and time payment to be made. 		
\boxtimes		Contains a description of reports or other deliverables to be received, when applicable.		
\times		 Contains a date of reports or other deliverables to be received, when applicable. 		
\times		When a contract includes travel and/or other reimbursable expenses, it contains language to effect the following:		
\times		 Travel and other reimbursable expenses shall constitute part of the total maximum payable under the contract; (or) 		
\boxtimes		B. No more than (a certain sum) of the total maximum amount payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; (and)		
\boxtimes		C. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure memorandum 49 (The State General Travel Regulations).		
\times		Contains the responsibility for payment of taxes.		
\boxtimes		 Contains the circumstances under which the contract can be terminated either with or without cause and contains the remedies for default. 		
X		Contains a statement giving the Legislative Auditor the authority to audit records of the individual(s) or firm(s).		
\times		 Contains an assignability clause as provided for under LAC-4:4. 		
×		 Budget From BA-22, fully completed and attached to back of each contract. 		
DETERM	MINATIO	F RESPONSIBILITY		
YES	NO	Had adequate financial resources for performance, or has the ability to obtain such resources as required during performance.		
×		Has the necessary experience, organization, technical qualifications, skills and facilities or has the ability to obtain them (including probable subcontractor arrangements).		
×		Is able to comply with the proposed or required time of delivery or performance schedule.		
X		Has a satisfactory record of integrity, judgment and performance (contractors which are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absences of evidence to the contrary or compelling circumstances presumed to be unable to fulfill this agreement).		
\times		Is otherwise qualified and eligible to receive an award under applicable laws and regulations.		
X		If a contract for consulting services is for \$50,000 or more: The head of the using agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility of offer or potential subcontractors have been filed with the statement.		
X		On subcontracting, it has been established that contractors recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the heads of the using agency to satisfy this standard		
R.S. 39:14	194.1 (A). act file att ⊡Criteria	CONTRACTS FOR \$50,000 OR MORE; UNLESS DETERMINED EXEMPT AS PER ACT 673 of 1985, need and this includes: selection Proposals Pertinent Documents Selection Memorandum		
0	PROG	M / FACILITY SIGNATURE ASSISTANT SECRETARY OR DESIGNEE SIGNATURE		
OFFICE	St	en J. Annison PHONE NUMBER OFFICE OFFICE OFFICE		
	1	MCP 342-5935		