

CONTRACT BETWEEN STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS  
  
Bureau of Health Services Financing

CFMS: 734649  
DHH: 060568  
Agency # 305

AND  
Myers and Stauffer LC  
FOR  
☐ Personal Services ☒ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation) Myers and Stauffer LC			5) Federal Employer Tax ID# or Social Security # 48116404200 (Must be 11 Digits)		
2) Street Address 11440 Tomahawk Creek Parkway			6) Parish(es) Served ST		
City Leawood	State KS	Zip Code 66211	7) License or Certification # N/A		
3) Telephone Number			8) Contractor Status		
4) Mailing Address (if different)			Subrecipient: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			Corporation: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
			For Profit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			Publicly Traded: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
City	State	Zip Code	8a) CFDA#(Federal Grant #) 93.778		

9) Brief Description Of Services To Be Provided:  
Contractor will provide accounting and auditing services to support operation of the Medicaid managed care program to minimize 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 recipients are receiving high-quality care at the lowest cost.

10) Effective Date 06-01-2015	11) Termination Date 05-31-2018
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) Maximum Contract Amount \$ 2,787,500.00	SFY16: \$1,162,500 SFY17: \$830,000 SFY18: \$795,000
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14) 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:  
This is a fixed price contract and Contractor will be paid based upon the terms of payment outlined in Attachment B upon the submission and approval of detailed monthly invoices.

Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	First Name Marisa	Last Name Naquin
	Title Medicaid Program Manager 2	Phone Number (504) 408-1828

15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):

- Attachment A: HIPAA Addendum  
Attachment B: Statement of Work
- Exhibit 1: Board Resolution  
Exhibit 2: Multi-year Letter  
Exhibit 3: Resumes  
Exhibit 4: Emergency Preparedness Plan  
Exhibit 5: Out of State Justification Letter



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

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.
2. Contractor shall abide by the laws and regulations concerning confidentiality 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.
6. 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.



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.

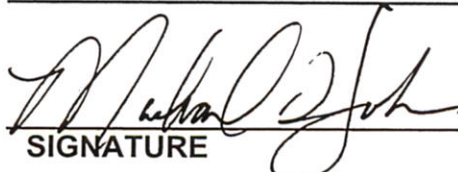


22. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

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

 2/25/15  
SIGNATURE DATE

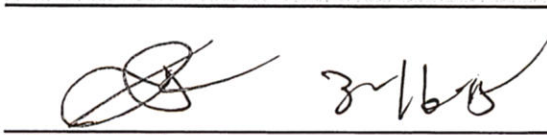
Michael D. Johnson

NAME

Member

TITLE

STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS

 3/16/15  
SIGNATURE DATE

W. Jeff Reynolds  
NAME

Secretary, Department of Health and Hospital or Designee

TITLE

Bureau of Health Services Financing

SIGNATURE DATE

NAME

TITLE

SIGNATURE DATE

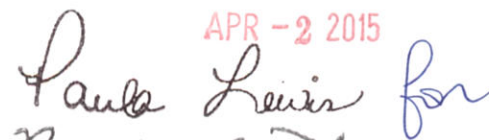
J. Ruth Kennedy

NAME

Medicaid Director

TITLE

**APPROVED**  
Office of the Governor  
Office of Contractual Review

APR -2 2015  
 for  
Pamela Bartfay Rice



## 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 and Hospitals ("DHH") 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 DHH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of DHH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for DHH 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 (DHHS) 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.
5. 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.
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 DHH.
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 DHH, 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 DHH, in which case contractor shall reimburse DHH for all expenses that DHH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of DHH's obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to DHH in the performance of such obligation(s).
10. 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.
11. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR § 164.524.
12. 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.
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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold DHH 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 DHH 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 DHH and contractor.
16. 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 provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of DHH, whichever occurs first, contractor shall 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 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

## Attachment B

### GOAL/PURPOSE

The purpose of the contract is for the Contractor to provide accounting services to support the operation 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 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 (Bayou Health and Dental Benefit Management Program (DBMP);
- 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>); and
- 3) Assistance with the examination of the Medical Loss Ratio (MLR) reports submitted by each Managed Care Organization (MCO) on an annual basis.

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 of any potential risks to the Department identified.

The contractor shall report immediately to the Medicaid Deputy Director for Managed Care and the Department's Office of the 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 MCO/DBMP 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/DBMP. 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/DBMP to the FAC and report to the Department on volumes and potential issues identified;
- g) Review encounter submission error reports with MCOs/DBMP and address identified issues with each plan;
- h) Document issues and MCO/DBMP commitments made to the Department and assist with determination of achievement of goals/commitments;
- i) 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 MCOs/DBMP as needed to address common errors, edits, or problems identified by the MCOs/DBMP as a barrier to successful encounter submissions;
- k) Obtain cash disbursement journals (CDJ) and other necessary financial records from each of the MCOs/DBMP reflecting the payments to providers for medical services;
- l) Reconcile the CDJ to the MCO/DBMP submitted encounter data, identifying potential issues or missing encounters;
- m) Provide initial exception reports to each of the MCOs/DBMP 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.);
- o) 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 MCO's/DBMP's Capability
  - i) Review or conduct the MCO's/DBMP's Information Systems Capabilities Assessment (ISCA).
  - ii) Determine vulnerabilities which the MCO's/DBMP'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 MCO/DBMP staff.
- c) Activity 3 – Analyze Electronic Encounter Data
  - i) Develop a data quality test plans.
  - 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 MCO/DBMP 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 DHH 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 MCO/DBMP.
- 3) Examination of MLR Reports – Bayou Health
- a) Review MLR reports submitted by each MCO.
  - b) Request supporting documentation from each MCO, 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 MCOs, as necessary, to complete analysis.
  - e) Develop and submit summary of findings and issue Independent Accountant's report.

## **PERFORMANCE MEASURE**

The contractor will submit detailed monthly invoices due on the 15<sup>th</sup> 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 DHH on a monthly basis.
- 2) The DHH contract monitor will:
  - a. Be available for consultation by phone, e-mail, and face-to-face meetings to discuss priorities and provide direction;
  - b. 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, 2015, and end on May 31, 2018. For the 36-month contract term, the contract amount shall not exceed \$2,787,500. The activities will be performed for a fixed rate or at an hourly rate as outlined below.

### **Fixed Deliverable Pricing**

#### **Deliverable #1a – Encounter Data Reconciliation – Bayou Health**

For encounter data reconciliation, the deliverables shall consist of six bimonthly encounter reconciliation reports for each MCO for each contract year, for a total of 90 reports over the contract term. Deliverables for the first year of the contract term will be compensated at different prices for the new Bayou Health MCOs and incumbent MCOs. For the two new Bayou Health MCOs, each of the three initial reconciliation reports shall be compensated at a fixed price of \$27,500; each of the subsequent three reconciliation reports submitted during the first year of the contract term shall be compensated at a fixed price of \$17,500. For the incumbent MCOs, each reconciliation report shall be compensated at a fixed price for \$17,500. Deliverables for the second and third years of the contract term will consist of a fixed price of \$17,500 for each report. 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 \$1,635,000.

Payment will be based on approval of invoices and deliverables. DHH must provide the contractor with written approval for services billed on a fixed price 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.

#### **Deliverable #1b – Encounter Reconciliation - DBMP**

For encounter reconciliation for DBMP, the deliverables shall consist of three encounter reconciliation reports for the first contract year, six reports for the second contract year, and four reports for the final contract year. Each of the three initial reconciliation reports shall be compensated at a fixed price of \$27,500. Deliverables for the second and third years of the contract term will consist of a fixed price of \$17,500 for each report. 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 \$257,500.

Payment will be based on approval of invoices and deliverables. DHH must provide the contractor with written approval for services billed on a fixed price 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.

#### **Deliverable #2a – EQR Protocol 4 Activities – Bayou Health**

For EQR activities for Bayou Health, the deliverable shall consist of a final report of findings and recommendation for each of the two new Bayou Health MCOs. 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 Bayou Health shall not exceed \$300,000 for the term of the contract.

Payment will be based on approval of invoices and deliverables. DHH must provide the contractor with written approval for services billed on a fixed price basis, and a copy of such approval must be submitted with the invoice. Contractor must submit final invoices within 15 days after termination of contract.



#### Deliverable #2b – EQR Protocol 4 Activities - DBMP

For EQR activities for DBMP, the deliverable shall consist of a final report of findings and recommendations, which shall be compensated at a fixed price of \$75,000. All costs above the agreed upon fixed price will be incurred by the contractor. Total payments for EQR deliverables for Bayou Health shall not exceed \$75,000 for the full 36 month term of the contract.

Payment will be based on approval of invoices and deliverables. DHH must provide the contractor with written approval for services billed on a fixed price basis, and a copy of such approval must be submitted with the invoice. Contractor must submit final invoices within 15 days after termination of contract.

#### Deliverable #3 – Examination of MLR Reports – Bayou Health

The deliverables shall consist of an annual MLR examination for each of the participating MCOs for that examination year, for a total of 13 reports over the three-year contract period. The cost of the examination of the MLR report for each MCO will be \$40,000 for a total cost of \$520,000.

Payment will be based on approval of invoices and deliverables. DHH must provide the contractor with written approval for services billed on a fixed price 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.





**MYERS AND  
STAUFFER** LC  
CERTIFIED PUBLIC ACCOUNTANTS

MYERS AND STAUFFER LC

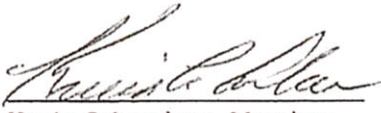
Certificate of Authority

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 June 1, 2014.

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.

Tamara B. Bensky (M)	T. Allan Hansen (P)	Tammy M. Martin (M)
Robert M. Bullen (M)	Robert J. Hicks (M)	Sheryl M. Pannell (M)
Keenan S. Buoy (M)	Mark K. Hilton (M)	Amy C. Perry (M)
John B. Dresslar (M)	Michael D. Johnson (M)	Andrew R. Ranck (M)
Jared B. Duzan (P)	Beverly L. Kelly (M)	Connie L. Reinhardt (M)
James D. Erickson (M)	Kristopher J. Knerr (M)	Charles T. Smith (M)
Ryan M. Farrell (P)	John D. Kraft (M)	Keith R. Sorensen (M)
Ronald E. Franke (P)	Kevin C. Londeen (M)	Frank N. Vito (M)
		Kathryn M. Wade (P)

(M) = Member, (P) = Principal

  
Kevin C. Londeen, Member





# State of Louisiana

Department of Health and Hospitals  
Bureau of Health Services Financing

March 12, 2015

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

RE: Justification for Multi-Year Contract

Dear Ms. Rice:

The Department 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 organization (MCO) contracts that are in place to provide services to the majority of Medicaid recipients. Because this vendor has worked on Bayou Health since the program's inception, MSLC has a thorough understanding of not only Louisiana's Medicaid Management Information System and the Department's internal claims processing procedures, but MSLC also has well-established working relationships with the Medicaid MCOs and knowledge of each MCO's 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) 233-9627 or via e-mail at [jen.steele@la.gov](mailto:jen.steele@la.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Jen Steele", written over a horizontal line.

Jen Steele  
Medicaid Deputy Director



■ **MICHAEL JOHNSON, CPA, CFE**

Mr. Johnson, a member (partner/director) with Myers and Stauffer, has 21 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.

**PRESENTATIONS**

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

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**Michael Johnson, CPA, CFE**  
*Member*

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**EDUCATION**

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

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**EXPERIENCE**

---

*21 years  
professional experience*

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**CORE COMPETENCIES**

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*member and executive  
consultant for the firm  
  
litigation consultation  
  
EHR, encounter claims  
analysis, MCO, program  
integrity  
  
provides high-level strategic  
input to state agency clients*



"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.

#### **AFFILIATIONS**

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



**■ BEVERLY KELLY, CPA/CFF, CFE**

Ms. Kelly is a member with Myers and Stauffer and co-directs the firm's Medicaid managed care practice area, providing technical expertise on various program integrity engagements. Ms. Kelly provides oversight for the managed care organization financial monitoring, encounter reconciliation and external quality review (CMS Protocol 4) engagements with the Louisiana Department of Health and Hospital's Bayou Health program and the Nevada Department of Health and Human Services Division of Health Care Financing and Policy. In addition, she serves as a technical resource for the firm's program integrity engagements, including the Georgia Department of Community Health and in particular, the Georgia Families Program. Her responsibilities include 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.

Ms. Kelly has provided assistance with several large on-site agreed upon procedures engagements in which the managed care organizations' internal controls, processes and other financial information were evaluated to determine compliance with selected state and contractual obligations. Each engagement resulted in a significant number of recommendations regarding corrective actions as well as the assessment of liquidated damages against the managed care organizations by the state.

Ms. Kelly co-managed a comprehensive examination of the Passport Health Plan for the Commonwealth of Kentucky, a provider-sponsored health plan, which included analysis of financial and utilization data, analyses of the health plan business model, fact finding interviews, on-site procedures, contract analyses, among other activities. The findings from this engagement helped the Commonwealth strengthen its oversight and contractual requirements of its newly-implemented Medicaid managed care initiative.

Ms. Kelly's experience also includes supervision and management of numerous auditing projects, including field audits of hospitals, nursing facilities, pharmacies, physician offices, federally qualified health centers, waiver providers and Medicaid vendors such as managed care organizations and Medicaid fiscal agent contractors. She has experience preparing and successfully completing audit and agreed upon procedures programs for a variety of provider types. She assists the firm's clients in researching and preparing state plan amendments in response to federal legislation.

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**Beverly Kelly, CPA/ CFF, CFE**  
*Member*

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**EDUCATION**

*B.S., Accounting, Indiana  
University  
1990*

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**EXPERIENCE**

*28 years  
professional experience*

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**CORE COMPETENCIES**

*information technology  
solutions*  
  
*MCO analysis of internal  
controls and financials*  
  
*post-payment claims  
examinations, health plan  
contract and regulatory  
compliance*  
  
*program integrity efforts,  
certified in financial forensics*  
  
*rate setting, policy  
development and regulations*



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

#### **AFFILIATIONS**

American Institute of Certified Public Accountants  
Association of Certified Fraud Examiners  
Health and Financial Management Association  
Indiana Society of Certified Public Accountants  
Kentucky Society of Certified Public Accountants  
National Association of Medicaid Program Integrity  
Project Management Institute



■ **KATHY HALEY, MP, CFE, CCA, CPC-H**

Ms. Haley is a senior manager with experience in health care policy and reimbursement analysis, managed care organization contract compliance review, and encounter data validation with Myers and Stauffer. Ms. Haley 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 Children's Health Insurance Program (SCHIP) fee-for-service and managed care encounter claims to identify overpayments to providers resulting from aberrant provider billing or Medicaid Management Information System (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 Maces Support Coordinator for M Plan/The Healthcare Group. She orchestrated Maces 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.

**AFFILIATIONS**

American Health Information Management Association  
Association of Certified Fraud Examiners  
AAPC

---

Kathy Haley, CFE, CCA, MP,  
CPC-H

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Senior Manager

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**EDUCATION**

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Masters Degree, Planning;  
Health Planning, Indiana  
University  
2000

B.S., Environmental Health,  
Purdue University  
1993

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**EXPERIENCE**

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22 years  
professional experience

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**CORE COMPETENCIES**

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coding analysis on health care  
claims

health care policy and claims  
analysis

MCO and SCHIP encounter  
claims analysis

program integrity efforts

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■ **CLAUDIA CHITU, CFE**

Ms. Chitu, a senior analyst with Myers and Stauffer, performs benefits testing and claims analysis and review for Georgia Medicaid and SCHIP fee-for-service claims. She reviews applicable policy documentation and evaluates whether the claims are processing according to state guidelines and regulations.

Additionally, she analyzes Georgia and Louisiana care management organizations (CMO) data, reconciling the submitted encounter claims to their cash disbursement journals.

Ms. Chitu has worked with cash disbursement journal performing the following duties:

- Vouched entries from the cash disbursement journals to supporting documentation to verify recorded transactions.
- Interviewed client personnel to determine materials necessary to accomplish the engagement objectives.
- Determined additional information required to complete engagement objectives, and communicated with clients to obtain the materials.
- Assessed the finding of the engagement, organizing the information and drawing conclusions to create final work papers.

**Claudia Chitu, CFE**  
*Senior Manager*

**EDUCATION**

*B.A. with Distinction, Emory University*  
*2005*  
  
*, GC Ec. London School of Economics and Political Science*  
*2006*

**EXPERIENCE**

*9 years professional experience*  
  
*6 years with Myers and Stauffer LC*  
*Atlanta, GA*

**CORE COMPETENCIES**

*benefits testing and claims analysis for SCHIP*  
  
*MCO analysis*  
  
*recovery audit contractor engagements*



**KELLY MCNAMARA, CFE**

Ms. McNamara is a senior analyst with Myers and Stauffer. Ms. McNamara has over 20 years of professional experience with government healthcare programs including contract administration and compliance monitoring. Ms. McNamara has completed engagements related to the performance of CMOs under contract with the Georgia Department of Community Health, Georgia Families Program; analyzes programmatic, financial, and claims information; develops findings and recommendations; and generates written and oral reports. Prior to joining Myers and Stauffer, Ms. McNamara was Research and Data Analysis Manager for the Georgia Department of Community Health, Georgia Board for Physician Workforce. Ms. McNamara led data collection and analysis efforts related to the physician workforce; streamlined contract administration, reporting, and compliance; and formulated policy recommendations. Ms. McNamara previously worked for the Georgia Department of Audits and Accounts as a principle management analyst and performance auditor participating in efficiency and effectiveness reviews of government healthcare programs; evaluated actual results in relation to desired goals and objectives; identified best practices utilized by the business sector and other states; analyzed processes, workflow, and outcomes to help ensure maximum ROI for the organization and value for customers served; and prepared reports detailing findings/recommendations for state agency and legislative leadership.

**AFFILIATIONS**

Association of Certified Fraud Examiners

<b>Kelly McNamara, CFE</b>	
<i>Senior Analyst</i>	
<b>EDUCATION</b>	
<i>M.B.A., Kennesaw State University</i>	<i>1998</i>
<i>B.B.A., Kennesaw State University</i>	<i>1993</i>
<b>EXPERIENCE</b>	
<i>21 years professional experience</i>	
<i>3 years with Myers and Stauffer LC</i>	
<i>Atlanta, GA</i>	
<b>CORE COMPETENCIES</b>	
<i>performance and compliance audits</i>	
<i>policy analysis and interpretation</i>	
<i>contract administration</i>	
<i>preparation of briefs and reports for decision-makers</i>	





**Myers and Stauffer Atlanta  
Disaster Recovery Plan**

	Version: 2.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 08/05/2014

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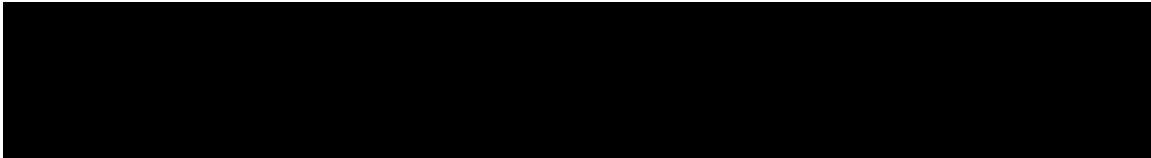
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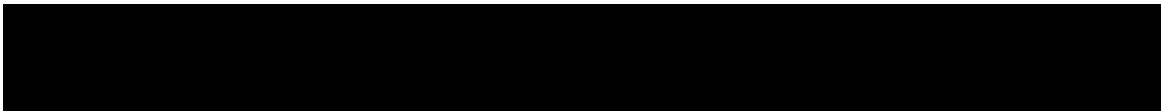
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## **1 Introduction**

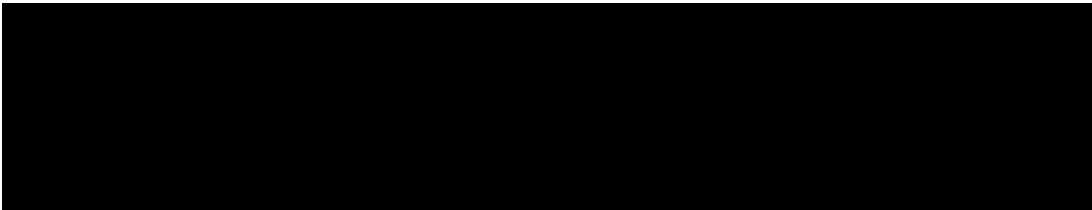
### **1.1 Purpose**



### **1.2 Scope**



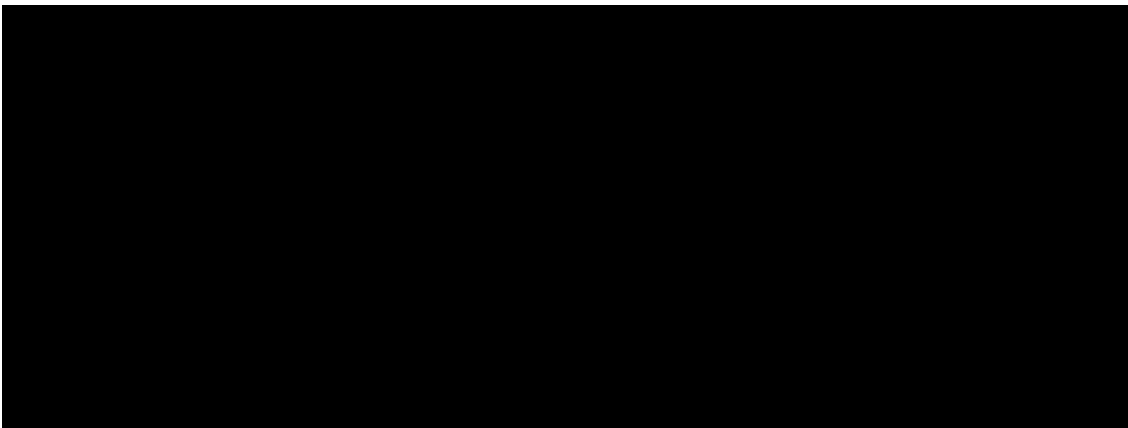
## **2 References**



## **3 Disaster Procedures**

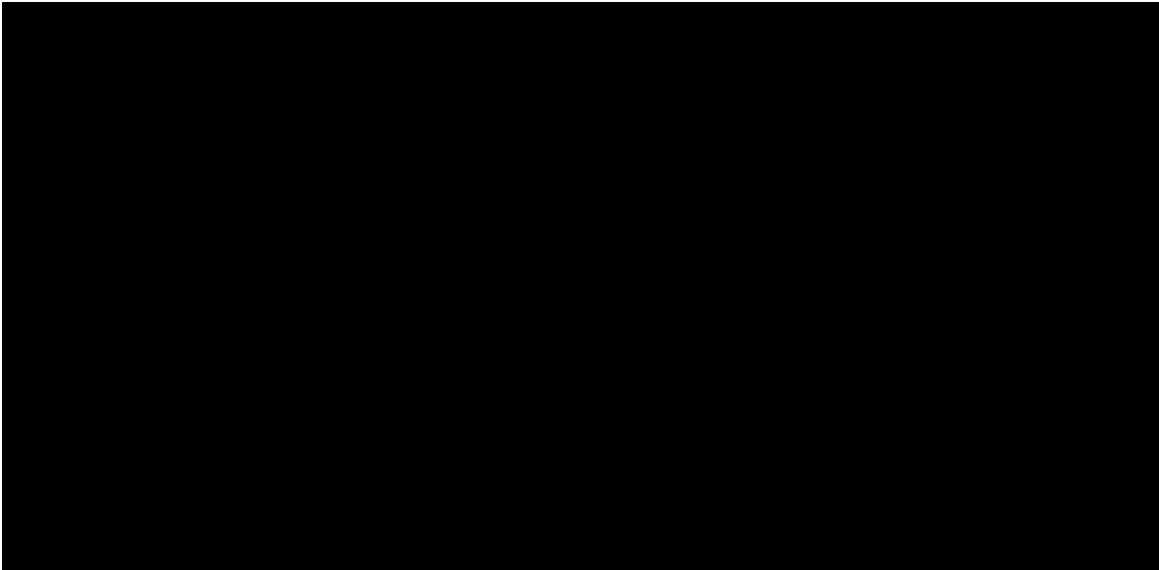
### **3.1 Roles**

#### **3.1.1 Phone List**

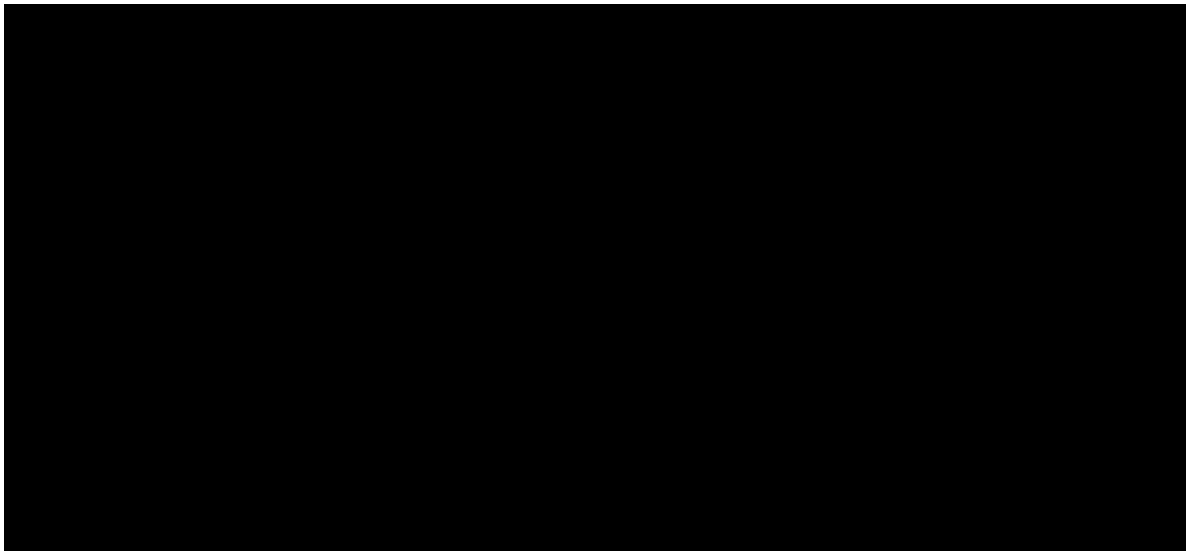


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### 3.1.2 Staff



### 3.1.3 Vendors





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## **3.2 Plan**

### **3.2.1 Storage**

[REDACTED]

### **3.2.2 Implementation**

[REDACTED]

### **3.2.3 Disaster Schedule**

[REDACTED]

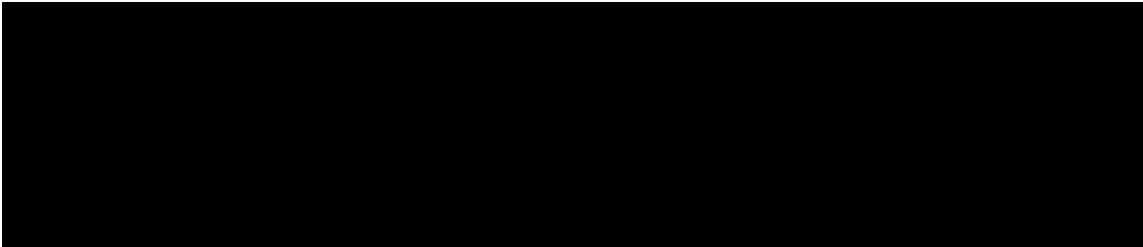
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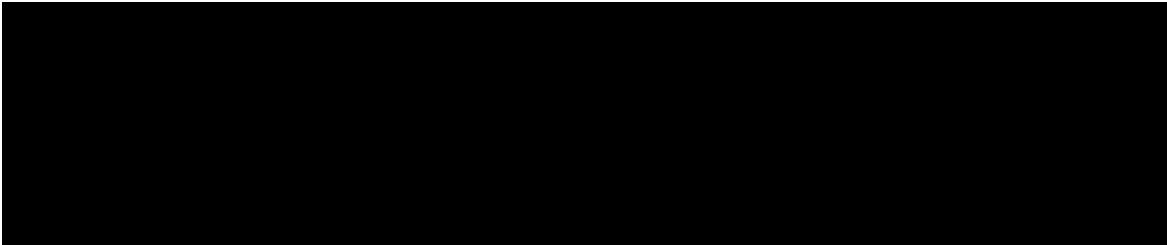
**3.3 Facilities**

**3.3.1 Temporary Headquarters**

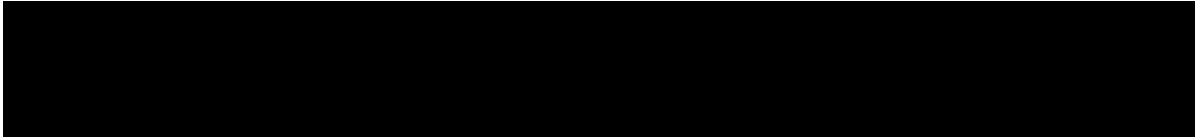


**3.4 Communication with Clients**

**3.4.1 Phones**

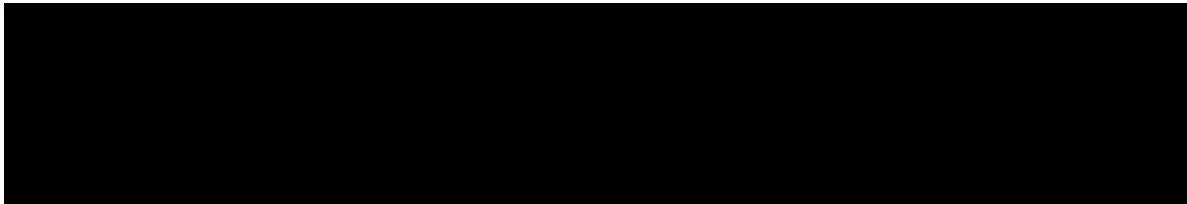


**3.4.2 Staff**



**3.5 Servers**

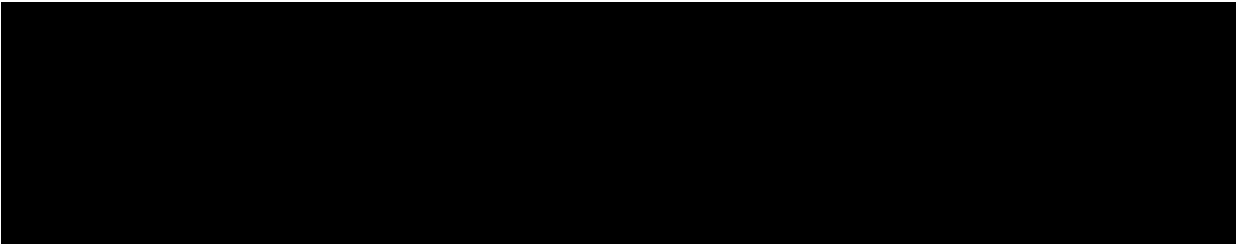
**3.5.1 Server Hardware**



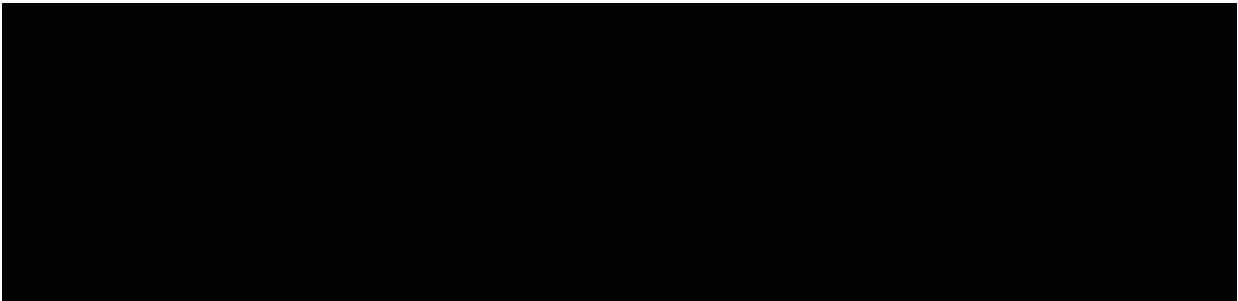


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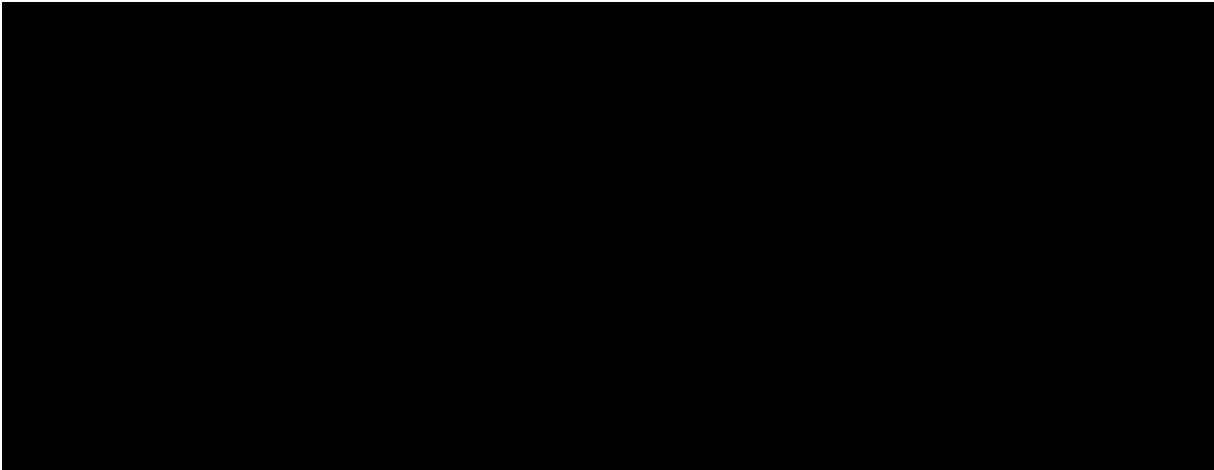
**3.5.2 Backups**



**3.5.3 Restores**



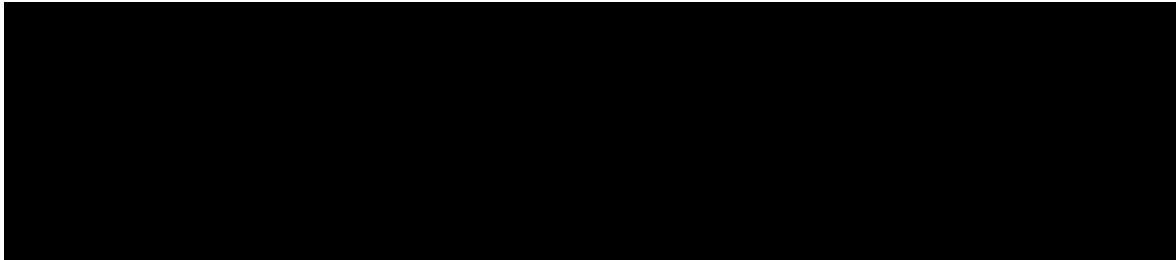
**3.5.4 Schedule**



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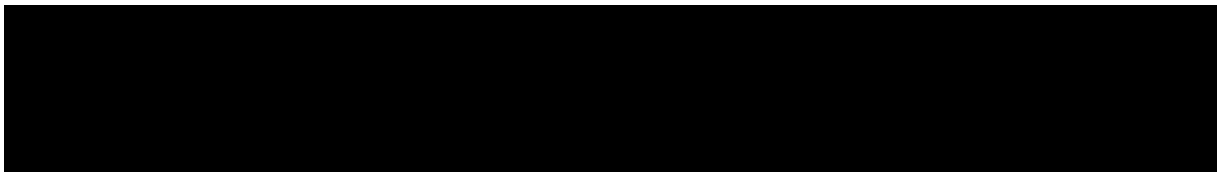
### ***3.6 Networking and Firewall***

#### **3.6.1 Setup / Replacement**



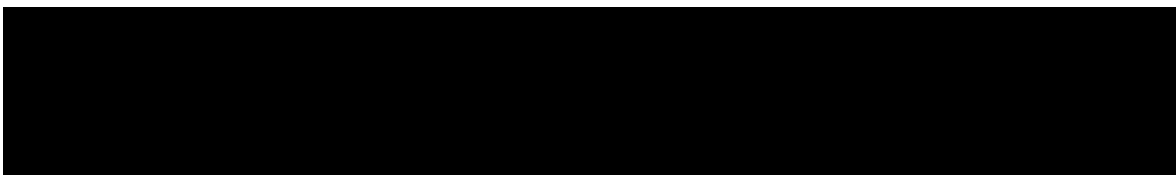
### ***3.7 Internet and Remote Access***

#### **3.7.1 Setup / Replacement**

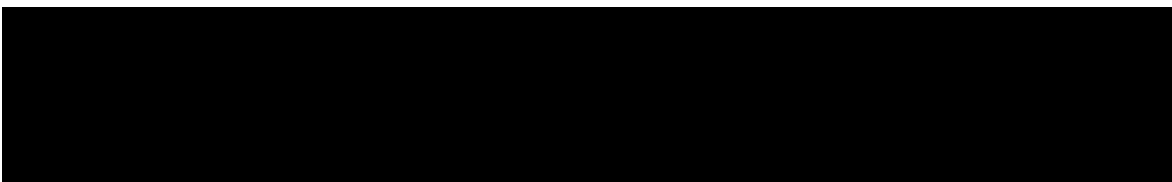


### ***3.8 PCs& Printers***

#### **3.8.1 Setup / Replacement**



#### **3.8.2 Application Software**





	Version: 2.1
Myers and Stauffer Atlanta – Disaster Recovery Plan	Last Updated: 08/05/2014

### **3.9 Databases**

#### **3.9.1 Restores**





# State of Louisiana

Department of Health and Hospitals  
Bureau of Health Services Financing

March 12, 2015

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

RE: Justification for Out-of-State Contract

Dear Ms. Rice:

The department 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 organization (MCO) 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) 233-9627 or via e-mail at [jen.steele@la.gov](mailto:jen.steele@la.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Jen Steele", with a stylized flourish at the end.

Jen Steele  
Medicaid Deputy Director