



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: STATEWIDE FINANCIAL MANAGEMENT SERVICES

CONTRACT NUMBER: CSP904413

EFFECTIVE DATES: 07/01/13 TO 06/30/15

\* Renewal through 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP904413 that opened on March 15, 2013. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

\*This Requirements Contract is available to the Ohio Department of Medicaid, the Ohio Department of Aging, the Ohio Department of Developmental Disabilities and the Ohio Department of Mental Health and Addiction Services as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Therese Gallego, CPPB  
therese.gallego@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

[www.ohio.gov/procure](http://www.ohio.gov/procure)

\*Indicates renewal effective 07/01/16.

\*MUTUALLY AGREED UPON CLARIFICATIONS

CONTRACT CLOSE OUT PROCEDURES

In anticipation of the end of the current FMS contract with the State of Ohio, the following procedures will be followed during the last month of the contract (June as a transition period):

1. \*HOME CHOICE PROGRAM AND PROJECT SUCCESS CONTRACT CLOSE OUT PROCEDURES.
    - 1.1 Invoice Processing. All vendor invoices received by the FMS provider by June 22 must be paid by the FMS provider. All vendor invoices received after June 22 must be sent to the Ohio Department of Medicaid (ODM) HOME Choice Operations Unit who will then forward them to the new FMS vendor for payment.
    - 1.2 Recoupments. All recoupments must be made by the FMS no later than close of business on June 22.
    - 1.3 Changes in Status. All changes in status that are effective by June 30 or before must be sent to FMS no later than close of business on June 30.
    - 1.4 FMS Billing To ODM. Final invoices will be submitted by FMS to ODM no later than July 31.
    - 1.5 Final Reporting. Final participant spending and account balance reports will be sent by FMS electronically to ODM by July 15. FMS must send each provider and ODM a year-to-date paid claims report itemized by provider by July 31, so that providers can verify with their records and clear any discrepancies before the IRS 1099 forms are sent to them.
    - 1.6 Quarterly Services File. The final Quarterly Services File for the quarter April through June must be submitted to ODM by July 31.
    - 1.7 1099 Reporting. All required IRS 1099 forms will be sent to each applicable vendor by January 31 of the following year after the end of the contract.
    - 1.8 Transfer of Information to New FMS.
      - 1.8.1 For all active and inactive Home Choice or Success Project program participants as of June 15, FMS will provide the new FMS provider with the following data in a password protected Excel spreadsheet via either email to an address specified by the new FMS provider or through an upload to a secured site provided by the new FMS provider by July 2:
        - a. Alphabetically by participant: Incurred goods and services expenses to date and remaining budget in plan (including a list of Project Success participant's remaining balances).
        - b. Alphabetically by participant: Incurred claims to date (by service code) and remaining authorized services (by service code) in participant's entire services plan.
        - c. Alphabetically by participant: Each participant's scanned copies of all service claims and payment request forms with receipts.
      - 1.8.2 The following data will be provided by ODM to the new FMS provider, for all participants (active and inactive) in the Home Choice or Success Project programs as of June 15:
        - a. Participant Key (database assigned value used for linking files)
        - b. Participant's name
        - c. Participant Date of Birth (DOB)
        - d. Participant's Medicaid ID #
        - e. Participant's Temporary ID (if no Medicaid ID #)
        - f. Participant's Population type
        - g. Participant's county
        - h. Participant's Community Living Administrator, if applicable
        - i. Participant's pre-enrollment termination date and reason, if applicable
        - j. Participant's disenrollment date and reason, if applicable
        - k. Participant's post-enrollment facility admission and discharge information
        - l. Participant's current All Services Plan
        - m. Provider ID#
        - n. Provider name
        - o. Provider EIN or SSN
        - p. Provider Address
        - q. Provider Phone
        - r. Provider Email (if known)
        - s. Provide any missing provider W-9
- A data update of all of the above will also be provided on June 30.

Each active provider's W-9, and provider ID#, name and address.

\*Indicates change in Contract Close Out Procedures effective 07/01/16.

## 2. \*OHIO DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES RECOVERY REQUIRES A COMMUNITY PROGRAM

### 2.1 Background

On January 13, 2011, Governor John R. Kasich signed an Executive Order that created the Governor's Office of Health Transformation (OHT). The Office coordinates the activities and policies of key state agencies, as well as work closely with families, consumers and a variety of other stakeholders to modernize Ohio's health delivery system and improve the quality of health services available. The Office has worked to achieve these goals by leading an initiative to address Medicaid spending, planning for the long-term efficient administration of the Ohio Medicaid program and improving overall health system performance.

As part of that initiative, OHT developed interagency workgroups to address time sensitive and pressing issues regarding the delivery of health and wellness services. One of those workgroups, chaired by Tracy Plouck, Director of Mental Health and Addiction Services (MHA), addressed the need for increased accessible and affordable housing.

The workgroup suggested utilizing cost-averted Medicaid funds from transitioning individuals into community to develop non-Medicaid supports. In the summer of 2012, the workgroup undertook regional stakeholder meetings to determine what non-Medicaid supports would provide the maximum chance for sustainability in community. While many of the suggestions target the Severe & Persistent Mental Illness (SPMI) population, each have implications for the low-income and disability communities at large, and creating efficient and effective home and community-based services infrastructure. Recovery Requires a Community was created as a result.

The Department of Mental Health & Addiction Services (MHA), in concert with its community partners, Ohio Medicaid and the HOME Choice program, will transition no fewer than 1,200 individuals with mental illness from nursing facilities into community living arrangements over the course of the biennium.

In order for people to be successful, it is imperative to support individuals' needs and sustain health and safe community-based living. Financial transfers occur on a per-person basis from Ohio Medicaid to MHA in support of every individual with severe & persistent mental illness who leaves a nursing facility and moves to a community setting. This money funds specific non-Medicaid services and supports – including housing – needed by that individual as he or she reestablishes community living.

Based on current data analysis, that amount would be approximately \$3.3 million in FY 2014 and \$12.7 million in FY 2015, for a total of \$16 million over the biennium. In this way, Ohio Medicaid is truly enabling “the money to follow the person”, and demonstrating its commitment to upholding the Olmstead vs. L.C. decision and promoting inclusion and sustainable community living.

### 2.2 Recovery Requires a Community Program Requirements

2.2.1 The Contractor shall collect, process, and verify that invoices for goods and services are authorized as outlined in the participant's service plan and individual budget and in accordance with rules. The Contractor shall process and pay goods and services invoices within five (5) business days.

2.2.2 The Contractor shall verify that claims for demonstration and supplemental services are authorized as outlined in the participant's service plan and that the appropriate unit rate for that service (per rule) is correct before the claims are processed and paid within five (5) business days.

2.2.3 The Contractor shall establish and maintain separate individual program participant and provider accounts and records in a secure and confidential manner as required by HIPAA, federal, state, and local regulations.

2.2.4 The Contractor shall reconcile provider/participant claims to payments made on a monthly basis.

2.2.5 The Contractor shall have a process in place when informed by Recovery Requires a Community that the individual requires a supplemental application or a new annual reallocation of funding.

2.2.6 The Contractor shall follow end of year tax processes including, but not limited to, applicable 1099's for service providers.

2.2.7 The Contractor shall transfer funds electronically (direct deposit) to providers for payment if requested.

2.2.8 The Contractor shall assist providers and give technical assistance as needed with submission of invoices or claims.

2.2.9 The Contractor shall send separate invoices to Ohio MHAS for reimbursement of goods and services and demonstration service payments, reimbursement of supplemental services, and Contractor check processing fees on the 15<sup>th</sup> calendar day of the following month; the first invoice submission following the first full month of Contract.

\*Indicates change 07/01/15.

### 2.3 Recovery Requires a Community Reporting Requirements

- 2.3.1 The Contractor's shared system must allow state agency staff to query all fields and extract data from the system without technical intervention in order to perform quality checks and to examine utilization and expenditures by the following fields, at a minimum:
- Service type (code & name)
  - Date funding requested
  - Date funding disbursed
  - Population type
  - County
  - Provider name
  - Participant name
  - Amount of funding expended and balance remaining by each application approval.
- 2.3.2 The Contractor shall produce a text file containing monthly funding by participant. This file shall be submitted to the Recovery Requires a Community Program Manager on a quarterly basis. File structure detail will be provided upon award of the contract.
- 2.3.3 The Contractor shall also provide to the appropriate state agency contract manager any additional or ad hoc reports (such as documentation regarding federal or state audits) as requested in a format mutually agreed upon by agency and Contractor. There will be no additional payment for the generation of such reports. The Contractor shall also be able to make revisions in the data elements or format of any required report upon request by the appropriate state agency and without any additional cost.
- 2.3.4 The Contractor shall conduct and analyze a provider satisfaction survey, using a sample size and instrument approved by each appropriate state agency, in a time frame negotiated with said state agency.

### 2.4 \*Consumer Family Partnership Team. In addition to the Recovery Requires a Community Program, Contractor shall process reimbursements for the Consumer Family Partnership Team program.

- 2.4.1 Contractor will pay reimbursement to individuals with lived experience for the following:
- CFPT funds will be used to assist individuals with a lived experience of mental illness and/or substance use disorders and family members by reimbursing mileage, compensating committee and workgroup participation through stipends, hosting in-state conferences, paying honorariums for speaking engagements.
  - Individuals participating on workgroups and committees are eligible to receive a stipend based on length of the meeting or workgroup as well as mileage reimbursement. Participation on OhioMHAS workgroups and committees may include: OhioMHAS and other state system representatives, community behavioral health professionals, individuals with a lived experience with mental illness and/or substance use disorders, and family members representing various cultural and linguistic communities. All mileage reimbursement and stipend invoices will be approved by an OhioMHAS Recovery Supports staff person or designee.
- 2.4.2 Peer Facilitator Trainer Payment. Contractor will pay reimbursement to individuals with lived experience for facilitating the OhioMHAS Integrated Peer Supporter Curriculum. Invoices will be approved by an OhioMHAS Recovery Supports staff person or designee.

### 2.5 Business Associate Agreement with Security Provisions

WHEREAS, the Ohio Department of Mental Health and Addiction Services (State Agency) will make available and/or transfer to Contractor confidential, personally identifiable health information in conjunction with claims processing relating to administration of the Recovery Requires a Community Program and the Consumer Family Partnership Team services obtained pursuant to DAS State Term Schedule Contract Number CSP904413, Index No. LDC010, and

WHEREAS, such information may be used or disclosed only in accordance with the privacy and security regulations [45 CFR Parts 160 and 164] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], as it has been amended, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

- 2.5.1 Protected Health Information ("PHI") means individually identifiable information received from or on behalf of the State Agency and relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto.

## 2.5 Business Associate Agreement with Security Provisions (continued)

Unsecured PHI is PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals according to the technologies or methodologies specified by the Director of the U.S. Department of Health and Human Services.

- 2.5.2 Contractor agrees that it shall not receive, create, maintain, transmit, use, or disclose PHI except as follows:
- 2.5.2.1 To provide [identified services] and related functions;
  - 2.5.2.2 If necessary for the proper management and administration of Contractor or to carry out legal responsibilities of Contractor. PHI may only be disclosed to another person/entity for such purposes if:
    - 1) Disclosure is required by law; or
    - 2) Where Contractor obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - 3) Person agrees to notify Contractor of any breaches of confidentiality;
- 2.5.3 Contractor agrees that it shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by State Agency, except for the specific uses and disclosures enumerated in paragraph 2.b.
- 2.5.4 Contractor agrees that it will not request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
- 2.5.5 Contractor shall comply with Subpart C of 45 CFR Part 164, and will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI, and implement administrative, physical, and technical safeguards that reasonably protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of State Agency.
- 2.5.6 Contractor agrees that it shall immediately report to State Agency, in writing and within 72 hours of discovery, any unauthorized uses/disclosures of unsecured PHI and any security incident resulting in the loss or disclosure of PHI of which it becomes aware. Reports of unauthorized access, use or disclosure of unsecured PHI shall include identification of affected individuals whose PHI has been or is reasonably believed to have been accessed, used, disclosed, or lost. Contractor shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
- 2.5.7 Contractor shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents.
- 2.5.8 Contractor shall make all PHI and related information in a designated record set in its possession available as follows:
- 2.5.8.1 To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524;
  - 2.5.8.2 To the individual or his/her personal representative, and to State Agency, to the extent necessary to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528;
  - 2.5.8.3 To State Agency, as necessary to fulfill State Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by State Agency, incorporate any amendments or related statements into the information held by Contractor and any subcontractors or agents.
- 2.5.9 Contractor agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of State Agency available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
- 2.5.10 Upon termination of the contractual relationship between State Agency and Contractor established pursuant to the STS, Contractor agrees, at the option of State Agency, to return or destroy all PHI created or received from or on behalf of State Agency. Contractor agrees that it will not retain any copies of PHI except as required by law. If return or destruction of all PHI, and all copies of PHI, is not feasible, Contractor agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible.

## 2.5 Business Associate Agreement with Security Provisions (continued)

- 2.5.11 The PHI and any related information created or received from or on behalf of State Agency is, and shall remain, the property of the State Agency. Contractor agrees that it acquires no title in or rights to the information, including any de-identified information.
- 2.5.12 Any non-compliance by Contractor with the terms of this Agreement or the privacy regulations shall be a breach of this Agreement if Contractor knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. Contractor agrees that State Agency has the right to immediately terminate the underlying contract for [identified services], if State Agency determines that Contractor has violated a material term of this Agreement.
- 2.5.13 The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
- 2.5.14 Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

This Business Associate Agreement shall be effective as provided herein and shall govern the relationship between State Agency and Contractor for purposes of complying with HIPAA.

## \*3.0 Compensation for Travel between Work Sites during the Workday

### 3.1 Ohio Department of Developmental Disabilities.

#### Compensation of Independent Providers for Travel between Work Sites during the Workday

The Contractor shall compensate an independent provider who travels to more than one work site during the workday for travel time between each work site at the Ohio minimum wage. However, if the travel is not direct because the independent provider is relieved from duty long enough to engage in purely personal pursuits, only the time necessary to make the trip shall be compensated.

Travel time between work sites that occurs after an independent provider has worked 40 hours in a work week shall be compensated at one and one-half times the Ohio minimum wage.

The Contractor shall keep accurate records of all travel time compensation paid to an independent provider.

Compensation for travel time between work sites shall not be charged to a consumer's individual budget.

The State shall reimburse the Contractor for travel time compensation paid to independent providers upon submission and approval of monthly invoices.

### 3.2 Ohio Department of Aging

#### Compensation of Consumer-Directed Providers for Travel between consumer-directed Work Sites during the Workday

The Contractor shall compensate a consumer-directed provider who travels to more than one consumer-directed work site during the workday for travel time between each consumer-directed work site at the Ohio minimum wage. The provider will submit documentation to the contractor to support the request for travel time.

If the travel is not direct between consumer-directed work sites because the provider is relieved from duty long enough to engage in purely personal pursuits, only the actual travel time necessary to make the trip shall be compensated.

Travel time between consumer-directed work sites that occurs after a consumer-directed provider has worked 40 hours in a work week shall be compensated at one and one-half times the Ohio minimum wage.

The Contractor shall keep accurate records of all travel time claimed and compensation paid to a consumer directed provider using the documentation developed by the contractor and ODA.

The State shall reimburse the Contractor for travel time compensation paid to consumer-directed providers upon submission and approval of monthly invoices.

\*Indicates addition of Compensation for Travel Time between Work Sites during the Work Day effective 07/01/16.

\*Privacy Impact Assessment for the

Project or  
System Name:

Morning Star Financial Services -Microsoft Dynamics  
(Great Plains) and Mfiles

Publication Date:

**Contact Point for Project or System**

Contact Person:	Toni Thulen
Agency and Division:	Morning Star Financial Services
Contact Phone:	763-450-3780
Contact E-mail	tthulen@orionassoc.net

**Data Privacy Point of Contact (DPPOC)**

Name of DPPOC:	Stephen Hage
Title of DPPOC:	Chief Administrative Officer
Agency and Division of DPPOC:	Morning Star Financial Services

**State of Ohio**

The purpose of a Privacy Impact Assessment is to determine the privacy implications of collecting Personally Identifiable Information (PII), including why PII is collected and how it will be used and secured. PII is defined as "personally identifiable information" and is information that can be used directly or in combination with other information to identify a particular individual. It includes:

- a name, identifying number, symbol, or other identifier assigned to a person,
- any information that describes anything about a person,
- any information that indicates actions done by or to a person,
- any information that indicates that a person possesses certain personal characteristics.

This document helps identify PII in a given information system.

The Ohio Office of Information Technology designed and tested this document in Microsoft Word 2010. Agencies should complete the shaded portions of this document and then submit a copy to your agency's Data Privacy Point of Contact.

**Abstract**

The abstract should be no longer than five sentences and should address the following three items:

- The name of the component and system.
- A brief description of the system and its function.
- An explanation as to why the PIA is being conducted.

Morning Star Financial Services is the Ohio statewide financial management services provider. Morning Star's Great Plains and Mfiles systems are used to receive, process and store data that is used to make payments to providers and participants in Ohio. The Great Plains system is the integrated accounting system used for payroll, accounts payable, billing and reporting. The Mfiles system is an electronic document management system in which all forms related to the Ohio programs are stored electronically.

The system is:

electronic-based       paper-based

\*Indicates addition of Privacy Impact Assessment effective 07/01/16.

## Overview

The overview is the most important section of the PIA. A thorough and clear overview gives the reader the appropriate context to understand the responses in the PIA. The overview should contain the following elements:

- The system name and the name of the agency who own(s) the system;
- The purpose of the program, system, or technology and how it relates to the agency's mission;
- A general description of the information in the system;
- A description of a typical transaction conducted on the system;
- Any information sharing conducted by the program or system;
- A general description of the modules and subsystems, where relevant, and their functions; and
- A citation to the legal authority to operate the program or system.

The Microsoft Dynamics Great Plains system is Morning Star's integrated accounting system which includes modules for GL, AR, AP, Payroll, participant allocations, and reporting. The Mfiles system is Morning Star's document management system which provides electronic document storage for all Morning Star documents. Both of these systems are owned by Orion Associates, Inc. which is the management company that employs all administrative, human resources, financial and executive management personnel who work with Morning Star programs. Each of these programs is licensed on a per-user basis and Orion Associates holds the licenses for each employee user. The Great Plains system has a project accounting module that is used to store allocation data for each Morning Star participant. Allocation data consists of authorized units and/or dollars for goods and services and payroll related funds. Budgets are set up in this module for each participant with the relevant service authorization data stored by service code. As payments are made against these codes, this module tracks the authorized, spent, and remaining units and/or dollars for each participant. The Accounts Receivable module (AR) holds the names, addresses, federal tax ID and Medicaid ID's for all participants. This module is used to bill for services rendered for each participant such as the payment of payroll for participant providers or the purchase/reimbursement of goods and services. The payroll module holds the names, addresses, and provider ID's for the employees (providers) who provide services to participants. Payroll tax rates and wage rates for each employee are also stored in this module. As payroll and payroll tax payments are made, the data associated with each payment is stored in this module. The Accounts Payable (AP) module holds the names and addresses of all vendors who receive payments for goods and/or services. Payments for goods and services are made out of this module and the data associated with each payment is stored in this module. Various reports have been created which provide service utilization and payment information to participants and other relevant parties. These reports are available for viewing through a secure web portal accessed through the Morning Star website. Reports are also mailed to participants who choose not to view them online. The Mfiles system holds all of the documents related to the processing of payments in the Great Plains system. Federal and State documents that are used to set up participants as employers and providers as employees are received at Morning Star and stored in Mfiles. All tax or other federal/state notices received for both employers and employees are stored in Mfiles. Once processed, all provider timesheets and all expense payment or reimbursement forms are stored in Mfiles. When timesheet and expense documents are initially received, they are stored in Mfiles and as they are reviewed, entered, and subsequently paid out of the Great Plains system, they move through a workflow in the Mfiles system eventually remaining in their final state for permanent storage in Mfiles. While Mfiles and Great Plains are not integrated with each other, there is sharing of some information such as vendor, participant, and provider names.

### Section 1.0 Characterization of the Information

The following questions are intended to define the scope of the information requested and/or collected as well as reasons for its collection as part of the program, system, rule, or technology being developed.

#### 1.1 What information is collected, used, disseminated, or maintained in the system?

Great Plains contains all participant and provider names, Medicaid ID's, tax ID's, employer and employee tax rates, wage rates, payment information related to payroll and goods/services and service authorization data related to units and/or dollars. Mfiles contains all provider timesheets, all expense payment or reimbursement forms, all participant federal and state required forms, all employee federal and state required forms, and employee wage rate forms.

#### 1.2 What are the sources of the information in the system?

Forms received from participant, the employee, vendors, or state personnel. Service authorization data is received from the State.

*1.3 Why is the information being collected, used, disseminated, or maintained? Is there a specific legal mandate or business purpose that requires the use of this information?*

It is collected so that Morning Star can perform contracted fiscal management services for payroll and goods and services payments for various Ohio programs.

*1.4 How is the information collected?*

Mail, email, fax, secure online web portal and secure FTP site

*1.5 What specific legal authorities, arrangements, and/or agreements defined the collection of information?*

Our contract with the State of Ohio as well as individual signed agreements with each participant.

*1.6 Conclusion: Given the amount and type of data collected, discuss the privacy risks identified and how they were mitigated.*

Risks associated with the electronic receipt of data have been identified to include unauthorized access to systems. Secure FTP sites have been set up for receipt as well as secure web portals, both of which are accessed solely via individual logins and complex passwords. Encrypted emails are in place as well as firewalls to address unauthorized access to systems.

## **Section 2.0 Uses of the Information**

The following questions are intended to delineate clearly the use of information and the accuracy of the data being used.

*2.1 Describe all the uses of information.*

Information is used to pay payroll to providers and pay or reimburse for goods/services.

*2.2 How will the information be checked for accuracy?*

Information is checked both manually and via customer code in our Great Plains system to ensure payments are not made that will allow a participant to over utilize authorized service amounts.

*2.3 What types of tools are used to analyze data and what type of data may be produced?*

Information is checked both manually and via customer code in our Great Plains system. Data produced is via reporting that is viewed online through a secure web portal or by mailing paper reports.

*2.4 If the system uses commercial or publicly available data please explain why and how it is used.*

N/A

*2.5 Conclusion: Describe any types of controls that may be in place to ensure that information is handled in accordance with the described uses in 2.1.*

A number of manual and automated controls are in place. Manual controls such as check-off sheets and daily and quarterly internal audits are in place. Automated controls include custom code to prevent payments in excess of authorized amounts and the inability to move along in automated processes without the completion of designated tasks along the way.

## **Section 3.0 Retention**

The following questions are intended to outline how long information will be retained after the initial collection.

*3.1 What information will be retained?*

All information referred to in this document is retained.

*3.2 How long will information need to be retained?*

Seven years – longer if contractual requirements dictate.

*3.3 Has the retention schedule been approved through the state records program?*

Do not know

*3.4 Is the information deleted in a secure manner, i.e., in accordance with Ohio IT Policy ITP-E.1, "Disposal, Servicing and Transfer of IT Equipment," once the retention period is over?*

Retention periods have not been realized yet.

*3.5 Conclusion: Please discuss the privacy risks associated with the length of time data is retained and how those risks are mitigated.*

Risks related to the length of time data is kept are no greater than the risks associated with having the data on the system.

#### **Section 4.0 Internal Sharing and Disclosure**

The following questions are intended to define the scope of sharing within the agency.

*4.1 With which internal organization(s) is the information shared, what information is shared and for what purpose?*

Because Orion Associates employs the personnel who perform the work for the Morning Star contract, all Morning Star information is available to those Orion Associates employees.

*4.2 How is the information transmitted or disclosed?*

It is all on the internal systems that employees access

*4.3 Conclusion: Considering the extent of internal information sharing, discuss the privacy risks associated with the sharing and how they were mitigated.*

There are no additional risks due to internal information sharing. All employees are subject to the same privacy policies and training.

#### **Section 5.0 External Sharing and Disclosure**

The following questions are intended to define the content, scope, and authority for external information sharing, including sharing with other state agencies in Ohio, agencies in other states, the Federal government, local governments, and private sector entities.

*5.1 With which external organization(s) is the information shared, what information is shared, and for what purpose?*

Billing information containing participant names, provider names, Medicaid ID's and services provided are shared with Ohio state agencies and managed health plans in order to receive reimbursement for services. Participant authorization information, including participant names, ID's and authorized services, providers and their addresses and ID's are shared between state agencies and Morning Star and managed care plans and Morning Star. Payroll tax information is shared with the appropriate federal and state agencies. Participant utilization reports are shared between Morning Star and state agencies and managed care plans. These reports include participant names and service authorization information.

*5.2 Is the sharing of personally identifiable information outside the agency compatible with the original collection? If so, is it addressed in a data-sharing agreement? If so, please describe. If not, please describe under what legal mechanism the program or system is allowed to share the personally identifiable information outside of the agency.*

Yes. Contracts exist between Morning Star and the State of Ohio and Morning Star and each managed care plan that describe and authorize data sharing.

*5.3 How is the information shared outside the agency and what security measures safeguard its transmission?*

It is shared through SFTP sites, secure web portals, and encrypted email.

*5.4 How does the agency verify that an external organization has adequate security controls in place to safeguard information? For example, is the external organization able to demonstrate compliance with SAS 70-II?*

A vendor management policy serves as a framework document from which vendor risk management standards and procedures are developed. This policy requires a vendor risk assessment to be performed on vendors who have access to Morning Star PHI. ]

*5.5 Conclusion: Given the external sharing, explain the privacy risks identified and describe how they were mitigated.*

Risks associated with external sharing of data have been identified to include unauthorized access to external sharing systems. Secure FTP sites have been set up as well as secure web portals, both of which are accessed solely via individual logins and complex passwords. Encrypted emails are in place as well as firewalls to address unauthorized access to systems. ]

## **Section 6.0 Notice**

The following questions are directed at notice to the individual who is the subject of information collected, the right to consent to uses of his or her information, and the right to decline to provide information.

*6.1 Was notice provided to the individual prior to collection of information?*

A working agreement which informs the participant of information collection is signed by both Morning Star and the participant ]

*6.2 Do individuals have the opportunity and/or right to decline to provide information?*

They can choose not to be part of the program ]

*6.3 Do individuals have the right to consent to particular uses of the information? If so, how does the individual exercise the right?*

By signing the working agreement, the participant consents to specific uses of information. These specific uses are required for the program and so consent is limited on the front end to only those uses which are necessary for the program. ]

*6.4 Conclusion: Describe how notice is provided to individuals, and how the privacy risks associated with individuals being unaware of the collection are mitigated.*

Working agreements are provided to participants in an introductory packet of information. They must be signed and received prior to participating in the program. As a result, participants are aware of collection of documents. ]

## **Section 7.0 Access, Redress and Correction**

The following questions are directed at an individual's ability to ensure the accuracy of the information collected about him or her.

*7.1 What are the procedures that allow individuals to gain access to their information?*

Except for service authorization information, information on participants comes directly from the participant. Service authorization data comes from the agency or managed care plan. Participants have the opportunity to view utilization reports either via a secure web portal or on paper reports mailed to them each month. These reports afford them the opportunity to view their information. ]

*7.2 What are the procedures for correcting inaccurate or erroneous information?*

Participants can call our customer service office to report inaccurate information ]

*7.3 How are individuals notified of the procedures for correcting their information?*

They receive a welcome letter in their initial packet of information directing them to our customer service line. In addition, they receive an initial call from one of our customer service reps when they start the program. ]

*7.4 If no formal redress is provided, what alternatives are available to the individual?*

n/a ]

7.5 Conclusion: Please discuss the privacy risks associated with the redress available to individuals and how those risks are mitigated.

n/a

### Section 8.0 Security Implementation

The following questions are intended to describe technical safeguards and security measures.

8.1 What procedures are in place to determine which users may access the system and are they documented?

Users are given access to these systems based on need according to job function. Access rights are given after a supervisor follows a user registration process through which a user is granted access to these systems. An Access Control Policy is in place to manage this process.

8.2 Will contractors have access to the system?

Yes, a Mfiles consultant and a Great Plains consultant have access to these systems.

8.3 Describe what privacy training is provided to users either generally or specifically relevant to the program or system?

Annual confidentiality training and HIPAA privacy training is required for each user.

8.4 What auditing measures and technical safeguards are in place to prevent misuse of data?

Internal quarterly audits are conducted

8.5 Does the project employ technologies which may raise privacy concerns? If so please discuss their implementation.

n/a

8.6 Conclusion: Given the sensitivity and scope of the information collected, as well as any information sharing conducted on the system, what privacy risks were identified and how do the security controls mitigate them?

Risks identified are related to employee and contractor understanding of PHI confidentiality. Confidentiality policies and HIPAA privacy and security policies are in place. Employees who have access to PHI must complete annual trainings related to HIPAA security. Contractors who have access to PHI must sign Business Associate Agreements.

### Section 9.0 Protection of "Confidential Personal Information"

The following questions are directed at assisting agencies with compliance with section 1347.15 of the Ohio Revised Code.

9.1 Has the agency evaluated the personal information and the system it is in for application of ORC 1347.15?

a) Is the information the agency maintains "personal information" as defined by ORC 1347.01?

yes

b) Is the information part of a "system" as defined by ORC 1347.01?

yes

c) Is the information "maintained" in the system as defined by ORC 1347.01?

yes

d) Is the information not a public record for purposes of Section 149.43 of the Revised Code?

yes

If the answer is "yes" to all 4 questions, then the system contains CPI. If the answer is "no" to any of the 4 questions, the system does not contain CPI and you have completed Section 9.

This system is a CPI system as defined under ORC section 1347.01 and 1347.15:

Yes       No

9.2 Has the agency documented and labeled the confidential personal information in this system? If so, please provide the name and date of the documentation and a point of contact (name, e-mail, phone).

These systems have been documented and labeled to include CPI. Toni Thulen, [tthulen@orionassoc.net](mailto:tthulen@orionassoc.net), 763-450-3780

9.3 Does the agency maintain a set of criteria for determining which employees of the state agency may access, and which supervisory employees of the state agency may authorize those employees to access, confidential personal information in this information system? Please provide the name and date of the documentation with the criteria and a point of contact (name, e-mail, phone).

Each Ohio program that Morning Star works with has a program director/contact. It is that person who designates those State employees or agencies who may have access to the CPI that is relevant to their program or participant. Toni Thulen, [tthulen@orionassoc.net](mailto:tthulen@orionassoc.net), 763-450-3780

9.4 Is there a written policy that specifically addresses a list of the valid reasons, directly related to the state agency's exercise of its powers or duties, for which only employees of the state agency may access the confidential personal information found in this information system?

Not a policy. This is part of the contract between Morning Star and the State.

9.5 Has the agency cataloged the federal or state statutes or administrative rules that make the confidential personal information confidential? If so, please provide the name and date of the catalogue and a point of contact (name, e-mail, phone).

no

9.6 Does this information system have a mechanism for recording specific access by employees of the state agency to confidential personal information?

This procedure should include two exceptions for manual logging:

a) where access both

(i) results from research, routine office procedures or incidental contact and (ii) results from conduct not specifically directed toward a specifically named individual or a group of specifically named individuals; and

b) where access occurs as a result of a request by the individual for CPI about that individual.

Access for pre-approved use is controlled through individual logins and passwords. Active directory logs exist to show when access occurred.

9.7 Is the CPI in this information system available for inspection by the subjects of the information?

For certain programs, yes. Participants may view their utilization data online or on paper reports.

9.8 Is there a procedure for notifying each person whose CPI in the information system has been accessed for an invalid reason by employees of the state agency?

A fraud/waste/abuse policy is in place which includes the process for notification.

9.9 Is access to this information system controlled by a password or other authentication measure?

yes

9.10 Does the agency have administrative rules published that are consistent with Ohio Revised Code 1347.15?

No, we have HIPAA policies that address CPI

9.11 Has the agency published its policies on its web site and posted posters regarding its policies?

No, policies are published internally for access by all employees.

9.12 Have employees of the state agency with access to CPI in this information system been trained on the applicable statutes, rules and policies governing their access to that CPI?

Not by Morning Star

9.13 Have employees of the state agency received a copy of policies and procedures related to CPI as required by ORC 1347.15? Have they acknowledged receipt of such policies?

no

9.14 Conduct a periodic examination of the business need and legal basis for collecting CPI so that opportunities to eliminate CPI are identified. Next Date of Data Minimization Review:

Business need is based on a current contract

9.15 Conclusion: Given the amount of CPI collected, discuss the privacy risks identified and how they were mitigated above and beyond what is required for PII.

Morning Star has developed and implemented HIPAA privacy and data security policies that address the confidentiality, integrity and availability of CPI. These policies describe the actions and behaviors required to ensure that due care is taken to avoid inappropriate risks to Morning Star, its business partners, and its stakeholders. Policies are designed to protect CPI from unauthorized disclosure, theft, loss and destruction and they address enterprise management of computers, networking, data access, mobile devices, training and ongoing assessment and remedial actions.

CSP904413  
 Statewide Financial Management Services  
 UNSPSC Code: 84110000, 93150000  
 Item No.: 24827 (for charges below except where noted below)

7/1/15-6/30/16- SFY16 Contract Fees:	(a) Estimated Monthly Volume	(b) Offeror's Rate:	7/1/16-/30/17- SFY17 Contract Fees:	(a) Estimated Monthly Volume	(b) Offeror's Rate:
Monthly Fee for Check Writing (DODD)		\$2,500.00	Monthly Fee for Check Writing DODD		\$3,000.00
One-Time Fee per Participant (SUCCESS)		\$70.00	One-Time Fee per Participant (SUCCESS)		\$75.00
Monthly Fee (HOME Choice)		\$60,000.00	Monthly Fee (HOME Choice)		\$66,000.00
OAKS Item Number 27753 Invoice Fee (Recovery Requires a Community)	100	\$20.00	OAKS Item Number 27753 Invoice Fee (Recovery Requires a Community)	100	\$20.00
OAKS Item Number 27754 Program Charges (Recovery Requires a Community)			OAKS Item Number 27754 Program Charges (Recovery Requires a Community)		
*OAKS Item Number 28020 Invoice Fee (Consumer Family Partnership)		*\$20.00	*OAKS Item Number 28020 Invoice Fee (Consumer Family Partnership)		\$20.00
*OAKS Item Number 28021 Program Charges (Consumer Family Partnership)			*OAKS Item Number 28021 Program Charges (Consumer Family Partnership)		
*OAKS Item Number 28022 Peer Training (Consumer Family Partnership)			*OAKS Item Number 28022 Peer Training (Consumer Family Partnership)		

\*Indicates repagination effective 07/01/16.

PMPM rate for Common Law Employer Option	1000 members	\$115.55	PMPM rate for Common Law Employer Option	1100 members	\$119.00
PMPM rate for Co-Employer Option	100 members	\$142.00	PMPM rate for Co-Employer Option	110 members	\$147.00
Total	N/A	N/A	Total	N/A	N/A

**Note:** SFY 14 and 15 costs are required, but contract renewal for SFY 16 and 17 is contingent upon availability of necessary funding, satisfactory Contractor performance in SFY 14 and 15, all required funding and contract approvals, and will be by mutual agreement. In addition, programs may be transitioned out of the contract during any state fiscal year.

All work done under the contract to be awarded as a result of CSP904413 will be paid according to the rates/fee payment structure. No other compensation for the selected Contractor's services will be permitted.

The Contractor may submit invoices for monthly PMPM rates based on the actual number of program individuals assigned to the Contractor for services in a given month, multiplied by the specific rate for the program (or programs) in which the individuals are enrolled. The projections made in the RFP are estimates only, based on best information available to the Department of Medicaid at this writing, and are not to be taken as a guarantee of actual reimbursements that will be realized by the Contractor.

All costs must be in U.S. Dollars.

REIMBURSABLE EXPENSES None; there will be no additional reimbursement for travel or other related expenses. The State will not be responsible for any costs not identified.

\*Indicates repagination effective 07/01/16.

BILL TO ADDRESS

Ohio Department of Medicaid -BLTCSS  
P.O. Box 182709  
50 W. Town St., 5<sup>th</sup> Floor  
Columbus, OH 43218

Attn: Accounts Payable Manager  
Ohio Department of Aging  
50 W. Broad St., 9<sup>th</sup> Floor  
Columbus, OH 43215

Attn: MDA  
Ohio Department of Developmental Disabilities  
30 E. Broad St., 13<sup>th</sup> Floor  
Columbus, OH 43215

Ohio Department of Mental Health and Addiction Services  
30 E. Broad Street, 8<sup>th</sup> Floor  
Columbus, Ohio 43215

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

\*BID CONTRACT NO.: CSP904413-3

210375  
\*Morning Sun Financial Services of Ohio, LLC  
9400 Golden Valley Road  
Golden Valley, MN 55427

TERMS: Net 30

CONTRACTOR AND TERMS:

BID CONTRACT NO.: CSP904413-2

217654  
\*Morning Sun Financial Services of Ohio Co-Employer  
9400 Golden Valley Road  
Golden Valley, MN 55427

TERMS: Net 30

CONTRACTOR'S CONTACT:

Cheryl Vennerstrom  
\*Morning Sun Financial Services of Ohio, LLC  
9400 Golden Valley Road  
Golden Valley, MN 55427

Office: (612) 239-3768  
E-mail: cvennerstrom@orionassoc.net

\*Indicates change in Contractor names effective 08/03/16.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
8	08/03/16	To change Contractors names.
7	07/11/16	To correct a contract number on page 17.
6	07/01/16	To renew the contract an additional twelve (12) months, effective July 1, 2016 through June 30, 2017, add Compensation for Travel between Work Sites during the Workday policy for the Department of Developmental Disabilities and the Department of Aging and the Privacy Impact Assessment. The Close Out procedures were updated and the document was re-paginated.
5	09/28/15	To add OAKS item numbers for DMHAS Consumer Family Partnership charges and repaginate pages 7 and 8.
4	09/15/15	To add OAKS item numbers for DMHAS Recovery Requires a Community charges and repaginate pages 8 through 10.
3	09/03/15	Clarification added for reimbursements for the Consumer Family Partnership Team for the Ohio Department of Mental Health and Addiction Services and re-paginated pages 4, 5 and 6.
2	07/01/15	The index number was changed from JFS002 to LDC010, the Office of Medical Assistance has been changed to the Ohio Department of Medicaid, added the Ohio Department of Mental Health and Addiction Services, Contract Close Out Procedures and the Recovery Requires a Community Program were added, the Cost Summary format has been revised and the document has been re-paginated.
1	01/29/14	To add Morning Star Financial Services of Ohio Co-Employer as a Contractor for this contract; and, to add the Summary of Amendments page.