

## **COUNTY OF SANTA CRUZ**

#### **HEALTH SERVICES AGENCY**

P.O. BOX 962, 1080 EMELINE AVENUE SANTA CRUZ, CA 95061 (408) 454-4066 FAX: (408) 454-4770 TDD: (408) 454-4123

November 8, 1999

AGENDA: December 7, 1999

BOARD OF SUPERVISORS County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

RE: Approval of Mental Health Short-Doyle Medi-Cal Technical Assistance Contracts

Dear Members of the Board:

On October 19, 1999, your Board authorized the acceptance of unanticipated state and federal revenue for funding information systems enhancements needed to improve or maintain Short-Doyle Medi-Cal claiming for California counties. The State chose to allocate these funds to the counties rather than expend them at the State level, because counties can use the funds as match for Short-Doyle Medi-Cal federal funds. This, in effect, doubles the funding available to accomplish the intended tasks. These funds must be expended by June 30, 2000.

The goals of the Medi-Cal information system enhancements are to speed up claims processing, claims payment and improve County cash flow from the Medi-Cal program. During July and August, County Mental Health staff worked with State staff to establish a list of projects and related resources needed to accomplish these enhancements. On October 19, 1999, your Board authorized a contract with Aspen Computer Solutions of Rancho Murieta, California, to initiate the planning process of the needed enhancements. That contract laid the foundation for the three contracts attached for your Board's approval. These contracts will provide for additional project planning, programming, system documentation, and training of state and county staff.

The first contractor, David Garske, designed and implemented the State Department of Mental Health's Web interface. This interface enables counties to securely receive, send and access State information over the internet. His contract will allow for further enhancements in that interface, including secure claims and remittance advice processing. The second contractor, Robert Hays, has worked extensively with the State and counties on developing database applications using Visual Basic and Access which allow counties to view Short-Doyle Medi-Cal system information and processing status. His contract will further that work and integrate the results with the State Web interface described above. The third contractor, Tony van Wolferen,

has extensive experience in working on the State's Short-Doyle Medi-Cal mainframe systems. His contract will allow for the integration of additional mainframe systems into the **State's** Web interface, via the applications being developed by the other contractors above. Together, these contracts will enhance the county's abilities to understand and use the State's Short-Doyle **Medi-Cal** processing system, determine claims status and correct errors on a timely basis.

Sufficient state and federal funds exist within the 1999/2000 Community Mental Health budget to fund these contracts and no additional County funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

1. Approve the three attached agreements with David Garske, Tony van Wolferen and Robert Hays (Budget Index 363101, Subobject 3665) for information systems technical assistance effective October 18, 1999 and authorize the Health Services Administrator to sign.

Sincerely,

Charles M. Moody

Health Services Administrator

CM:GK:ep

RECOMMENDED:

Susan A. Mauriello

County Administrative Officer

cc: County Administrative Office

Auditor-Controller County Counsel HSA Administration

Mental Health & Substance Abuse Services

Contractors

-P FOU にう !-	FOR	<del>-APPROVAL</del>	OF AGREEME	N

	FROM: Health_Services Agency (Mental_Health)	) -(Dept.)
O: bard of Supervisors County Administrative Officer County Counsel Auditor-Controller	Charlostn Mbedy (agg) gnature) [1] =19/90	,(Date)_
, rec	quested to approve the attached agreement and authorize the execution of the same.	
		(Agency)
Co	uncy of Santa	Address
and Tony Van Wolferen, P.	.0Box-635, Penryn, CA 95663	
and, Tony van wolleren	enhancements. hnical assistance in SDMC systems	
2. The agreement will provide		
3. The agreement is needed to pr	rovide the above.	
Period of the agreement is from 4.	October 18, 1999 to June 30, 2000	
5. Anticipated cost is \$ 91,000	through June 30, 2000	nt to our
	an hourly rate with no maximum amount.	t to exc
	PROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74	(Subol
Appropriation are available and	have been encumbered.a Contract No. CO9 TBD 1988 e	
	GARYA, KNUTSON, Auditor-Controller	
	By Royald & dilas	
	is recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the	De
Remarks:	(Agency).	
Agreement approved as to form.	(Analyst)  a t e  Date //	4/4
Distribution:		
Bd. of Supv White Auditor-Controller - Ri County Counsel - Green * Co. Admin. Officer - Canary Auditor-Controller - Pink Originating Dept Goldenrod	State of California  County of Santa Cruz  ss  ex-officio Clerk of the Board of S	
*To Orig, Dept. if rejected,	State of California, do hereby certify that the foregoing request said Board of Supervisors as in the minutes of said Board on the county of Sand Board on the county of Sand Board on the county Administrative Officer by an order duly on the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Administrative Officer by an order duly of the county Officer by Officer	ta Crt roved
ADM - 29 (6/95)	said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on  19 By County Administrative Officer by an order duly entered in the minutes of said Board on By	

Contract No: 0188 FAMIS: 363101 Subobject: 3665

#### SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

## PERSONAL SERVICES AGREEMENT CONSULTANT SERVICES

THIS CONTRACT is entered into this 7" day of **December 1999**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **Tony van Wolferen**, hereinafter called **CONTRACTOR**. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Provide technical assistance under the terms and rates listed below to assist the COUNTY and the Department of Mental Health (DMH) in the modifications to various County Services Information Systems. CONTRACTOR duties and responsibilities are detailed in Attachment A, Statement of Work. CONTRACTOR will work on the projects listed in Attachment B, County Services Medi-Cal Projects. Attachments A and B are incorporated into this Agreement by this reference.

- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at an hourly rate of \$65.00. Compensation includes all airfare, ground transportation, hotel, and food per diem, to accomplish the result contracted for.
- 3. TERM. The term of this Agreement shall be from October 18, 1999 until June 30, 2000.
- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

  CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement including, without limitation, unemployment insurance, social security and payroll tax withholding.

6. <u>INSURANCE.</u> CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the 0 189 following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_\_.

- a. Types of Insurance and Minimum Limits
- 1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
- 2. Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- 3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: information systems technical assistance. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

#### b. Other Insurance Provisions

- 1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
- 2. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at lease thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.
- 3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Agreement, with a copy of the face page of any required insurance coverage in force on the effective date of this Agreement and any new or renewal policies effective during the term of the Agreement.
- 4. Any required notification or copies of documents shall be sent to: Health Services

Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, and/or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this non-discrimination clause.
- 8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
- 9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. ATTACHMENTS. Statement of Work, County Services Medi-Cal Projects
- 12. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial

rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the 0191 instrumentality's, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

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 CONTRACTOR

Tony van/Wolferen PO Box 635

Penryn, CA 95663

Telephone: (916) 654-2763

E-mail:

tvanwolf@dmhhq.state.ca.us

Tax ID number: 555-70-6450

Approved as to Insurances:

Liability Program Manager

Approved as to form:

Assistant County Counsel

Distribution:

County Administrative Officer

Auditor-Controller

County Counsel

Health Services Agency

Community Mental Health

Contractor

Tony van Wolferen / 10.26.99

#### Statement of Work

# Tony van Wolferen Professional Consulting Services For Technical Assistance

#### 0192

## **Scope of Services within:**

Tony van Wolferen will provide technical assistance to assist Santa Cruz County and the Department of Mental Health (DMH) in the modifications to various County Services . Information Systems. This will include and be not limited to: the Provider System (PRV), County of Fiscal Responsibility Reporting System (CFRRS), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), County Cost Reporting System (CCR), Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), Information Technology Web Server (ITWS), Bulletin Board System (BBS), and the County Decision Support System (DSS), and Year 2000 system maintenance.

## **Consultant Task Description:**

Tony van Wolferen will deliver technical assistance under this contract. The DMH Project Manager(s) will provide project supervision to him. Tony van Wolferen will retain administrative responsibility for himself.

#### Assumptions:

- 1. Tony van Wolferen will work under the general direction of the DMH Project Manager(s). The work will be performed under the existing DMH ITSD development environment. To the extent possible, existing technologies, methodologies, modules etc., will be leveraged and used to achieve the desired results.
- 2. Under this contract Tony van Wolferen will not work on any material directly resulting in an FSR or recommendation to DMH for the procurement of products and services that would disqualify him from participating in a future procurement.
- 3. Work performed under this contract is on a time and materials basis.
- 4. DMH will retain overall responsibility and ownership of any mentioned project(s).
- 5. Tony van Wolferen is not providing hardware or software under this contract (other than the programming design, development, and modifications listed herein).
- 6. Any changes to the Consultant Task Descriptions will be subjected to the Project Change Request Procedure to be mutually agreed upon by the DMH and Tony van Wolferen.

See Appendix A for Project Activities and task descriptions.

#### **Deliverables:**

0193

- Weekly Status Report
- Detailed Work Plan and Task Descriptions
- Analysis & Design Specifications
- Program Documentation (including flowcharts and diagrams)
- Unit Test Plan, System Test Plan and test results

## **Completion Criteria:**

This work order will be considered complete upon the first occurrence of:

- Tony van Wolferen to provide professional services until Santa Cruz County has stated that no additional assistance is needed; or
- the total hours allocated to this work effort has been expended; or
- upon reaching the estimated work order end date of June 30, 2000.

## **State Responsibilities**

DMH will designate a Project Manager(s) to whom all technical communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager(s) responsibilities include:

- Serve as the interface between Tony van Wolferen, DMH and county participants on these projects.
- With Tony van Wolferen, administer the DMH Project(s) Change Control Procedure(s).
- Help resolve project issues and escalates issues within the DMH organization, as necessary.
- Review all work products.
- Provide project direction and supervision to Tony van Wolferen.

DMH will designate a Project Manager(s) to whom Tony van Wolferen's communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager's responsibilities include:

- Serving as the interface between the Tony van Wolferen, DMH and county participants in these projects.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz County management.
- Acceptance testing of the completed project(s).

DMH will have the responsibility to provide:

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- I/T equipment, terminals, software and hardware necessary for Tony van Wolferen to accomplish his tasks. This will include desk space and materials.
- Timely access to state staff with special knowledge of date impacts on business and I/T systems as well as appropriate solution approaches to resolve any problems.
- Timely access to all current methodologies, source code(s), related documentation, and related test and production environments required to perform the activities specified in this work effort.

#### **Estimated Schedule:**

These project(s) are estimated to begin on October 18, 1999 and complete on June 30, 2000.

## **Professional Fees/Payment Terms:**

Tony van Wolferen will invoice Santa Cruz County monthly for the hours expended on the contract. The estimated project cost summary for Tony van Wolferen consulting and technical assistance is as follows:

Project Cost Sun	nmary		
Classifications	Hourly Rate	Estimated Total Hours	Estimated Total Cost
Consultant	\$65.00	1400	\$91,000.00
Proj	ect Total:	1400	\$91,000.00

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## Approvals (Required Signatures):

0195

The respective responsibilities of each organizational representative are hereby acknowledged and accepted by:

Tony van Wolferen

Consultant

10/27/199 Date

Gary Renslo, Information Systems Manager

Information Technology Services Division, DMH

10-27-99

Date

Carol Hood, Assistant Deputy Director

Systems of Care, DMH

10/27/99

Date

Glenn Kulm, Assistant Director/Admin.

Santa Cruz County Mental Health

10/28/9

Date

Appendix A:

0196

<u>Project Activities:</u> Tony van Wolferen shall assist Santa Cruz County and DMH with the following activities in accordance with the scope of services listed above. Tony will provide services for and enhancement, modification and development of the Monthly MEDS Extract File (MMEF), NIM extract, IPC, SD/MC, CCR, county DSS, and Year 2000 county coordination and external interface testing. Projects will follow the template below and be defined as they are prioritized and scheduled.

Activity	Tasks	Hours
1) Analysis & Design	. Hold Kickoff Meeting(s)	350
, ,	. Gather Requirements (Interviews)	
	Prepare System Flow Diagrams	
	. Identify External Interfaces	
	Assess Impact to Current System	
	. Prepare Analysis & Design Specifications	
	. Conduct Analysis & Design Walkthrough	
2) Program Development &	. Develop Programs per Specifications	550
Modifications	Develop Record Layout(s), JCL etc. for	
	external interfaces	
	. Create Unit Test Plan	
	. Perform Unit Test	
	. Prepare Program Documentation	
	. Conduct Program Walkthrough	
3) Testing/Training	. Create System Test Plan	300
	. Perform System Test	
	Prepare Test Results	
	. Conduct Test Results Walkthrough	
	. Conduct and continue ongoing Training	
	and Knowledge Transfer Sessions.	
4) Implementation	Preparation of documents Production	100
	Control and Data Guidance	
	<ul> <li>Turnover Program Documentation</li> </ul>	i
5) Project Management	Conduct Status Meeting	100
	<ul> <li>Prepare Weekly Status Report</li> </ul>	
	<ul> <li>Prepare Detailed Work Plan</li> </ul>	
	<ul> <li>Track &amp; Resolve Project Issues</li> </ul>	l
	<ul> <li>Monitor Project Work Plan(s)</li> </ul>	
Total		1400

# County Services Medi-Cal Projects in Support of County Mental Health Plans and DMH Programs

The County Services Unit of the Department of Mental Health (DMH), Information Technology, supports DMH program staff through the new development and enhancement of automated information systems to meet federal and state reporting requirements and to facilitate the management and oversight of community mental health care. In order to create the most effective systems possible, the County Services staff work directly with the county mental health plan program and technical staff to develop and improve county level applications that interface with DMH systems including on-line, real-time access to DMH Headquarters' systems. The following is a list of current and planned Medi-Cal related projects for development by County Services.

1. Provider System (PRV) - DMH is building an integrated, on-line application for inquiry and update of provider and legal entity data. Such a system has not existed before and will include Medi-Cal certification information for furnishing current provider validation information to the CSI and SD/MC systems, and for generating reports and files required by external entities such as EDS, DHS and all county mental health plans. This system will allow for faster and easier correction of data, and well as automate and accelerate the claims payment processes and provider authorization process for the Point-of-Service devices.

Scope: Approximately 5 months for technical sfaff with very sfrong analysis skills.

2. County of Fiscal Responsibility Reporting System (CFRRS) - This on-line reporting application will allow county staff to produce reports to verify and reconcile services for their beneficiaries, which were provided by other counties. This includes reports of county submitting data, county of financial responsibility, and county of Medi-Cal eligibility establishment (from the beneficiary identification code).

Scope: Approximately 2 months for technical staff with strong infegration skills.

3. Therapeutic Behavioral Services (TBS) - On-line application for inquiry and reporting which will provide Internet functionality for the counties to submit initial and quarterly information to DMH on provision of TBS services to beneficiaries. This information will be integrated with the SD/MC and CSI systems.

Scope: Approximately 2 months for technical staff with strong system integration skills.

- 4. Inpatient Consolidation System (IPC) Allows counties to view and report the inpatient claims data files provided by the fiscal intermediary (EDS) under Managed Care Phase I. Counties use this information to verify realignment offsets by DMH and reconcile paid claims with their associated TAR's DMH Managed Care and Accounting use this system for resolving county inpatient claim issues and to calculate the realignment offset.
  - Scope Currently working on an Access 97 version of the IPC that is Y2K compliant. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. There are also frequent requests for data from counties when they are unable to retrieve data from EDS, as well as requests for technical assistance with modem communication problems. DMH Accounting and Managed Care staff have ongoing requests for accounting studies to resolve invalid claims issues.
- 5. County Cosf *Reporting System (CCR)* This new system will provide DMH County Financial Program Support section with a system to process Local Mental Health Program Cost Reports showing SD/MC, realignment, and other cost revenues by legal entity and mode of service; and enable the program to have the capability to provide several data analysis reports showing summary and aggregate information. This will simplify and shorten the cost report data validation processes with County staff. These reports are needed by SD/MC and realignment auditors, the State legislature, and local, state, and national interest groups.

Scope: approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate yearly changes. Scope of county use: It is anticipated that all 58 Counties would utilize this system.

- 6. Short-Doyle/Me&Cal **System** (**SD/MC**) This system is currently under process improvement to shorten and simplify the claim submission, correction, and approval processes through new electronic file transfer processes. This is important to the counties since it will provide faster reimbursement and require fewer resources.
  - Scope: On-going maintenance and enhancement issues. Working toward full DMH/DHS table integration (aid code, service rate, FFP rate, provider, etc.).

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7. Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Repot-f (EOB-ECR) — A significant improvement to SD/MC processing is the automation of the error correction process, which will replace vast amounts of paper mailings with a electronic correction process. Currently, county staff mark corrections on extremely voluminous reports and send them to the Department of Health Services (via DMH), which, in turn, key enters the data into the system. In addition to the excessive staff time used to process this paper, there is considerable time delay using the paper processing over the proposed electronic process.

Another request from the counties is to enhance the current Access 97 EOB application to produce several summary reports from their EOB files, which contain detailed adjudicated claims information.

Scope: The new ECR process will take approximately 18 person months to develop. The EOB application will take approximately 2 person months to enhance.

**8.** *Medi-Cal Eligibility Database Sysfem (MEDS)* - Provides county mental health programs with Medi-Cal eligibility data files to conduct analyses of their risk under capitation or block grant contracts; plan allocation of their resources; and identify clients who are eligible for Medi-Cal and identify their third party insurance coverage, if any. This system also provides counties with non-resident beneficiary information upon submission of a MEDS ID. Currently, staff are analyzing the county request to perform real-time queries of the MEDS information from their county based integrated systems.

Scope: Y2K changes complete to the Access 97. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. We have county requests to develop an on-line application for the counties to access the data real time at the data center.

9. New Institutions for Mental Disease (NIM) - The Department of Health Services (DHS) is required to provide the Health Care Financing Administration (HCFA) information on Medi-Cal beneficiaries in Institutions for Mental Disease (IMD). This requirement is to ensure compliance with Medicaid requirements involving Federal Financial Participation (FFP) and Fee-For-Service/Medi-Cal (FFS/MC) ancillary services. In order to facilitate this requirement, this system collects the IMD information from the counties in Excel or Access format. To reduce the county reporting redundancy, IMD information will be collected from CSI once counties report to CSI.

Scope: Approximately 1 person month of IT staff support required ongoing and 1 person month to create the IMD process for CS.

Page 3 of4 October 26, 1999

IO.Information Technology Web Server (ITWS) / Bulletin Board System (BBS) – Allows file transfer and data exchange for all County Mental Health and Department of Mental Health Systems. Online interactive access to real-time County information. Ongoing development and improvement to these systems. Online documentation for all systems including: SD/MC (Short-Doyle/Medi-Cal), MEDS (Medi-Cal Eligibility Database System), CSI (Client and Services Information System), PRV (Provider System), EOB (SD/MC Explanation of Balances), etc. This access capability greatly decreases the time required for handling and errors in the initial processing steps.

Scope: The mechanisms to facilitate the file transfers have been evolving. The BBS took 2 person years to bring to its current state. On-going moderate level of support is required to maintain its operation. The ITWS development is just beginning and will eventually replace the BBS. The ITWS is the 'portal' for which all Counties may view, access and exchange information and data with DMH Systems.

11. County Decision Support System (DSS) - Development of a county Decision Support System (DSS) including linkage to legacy and current service and eligibility information. Integrating CSI data with other DMH systems is anticipated to be extremely useful to staff in the counties and state hospitals as well as headquarters staff. The DSS will enable staff to query for related information in the Client Data System (CDS) and Fee For Service (FFS) legacy databases, the Medi-Cal Eligibility Database System (MEDS), the Short/Doyle Medi-Cal (SD/MC) - Explanation of Balances (EOB) system, the Inpatient Consolidation (IPC) system, and the CSI system. The DSS database will be created on the department's LAN with the goals of fast and simple access to pertinent business information with minimal query processing cost. Department staff will use this critical business information to improve the mental health service delivery system.

Scope: Approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate changes and for ongoing maintenance, data summarization, file extractions, modifications or enhancements due to changes in federal or state programs.

## REQUESTFORAPPROVALOFAGREEMENT

TO:	Board of Supervisors County Administrative Officer County Counsel Auditor-Controller	FRO	Health Services Agency (Mental	(Dept.)
The	Board of Supervisors is hereby reque	sted to approve the attache	d agreement and outhorize the execution of the	e same.
	Count Said agreement is between the and Robert Hays, 2268 El Cej			(Agency)
	The agreement will providetechni			_(Name & Address)
3.	The agreement is needed to provi	de the above.		
4.	Period of the agreement is from Oct	ober 18, 1999	June 30, 2000	
5.	Anticipated cost is \$ 36,000 thro	ough June 30, 2000	(Fixed amount; Monthly	rate; Not to exceed
6.	Remarks: Contract is at an	hourly rate with no	maximum amount.	
7.	Appropriations are budgeted in 363	101	(Index#)_3665	(Subobjec
Ap	propriation are available and on w		t No. <u>CO9 TBD 1989</u> Date	•
Pro He	oposal reviewed and approved it is reealth Services Administrator	ecommended that the Board	of Supervisors approve the agreement and auth	orize the
_	marks:  reement approved as to form. Dote_		By County Administrative Officer Ba	<i>!//</i> ,
Dis	Stribution:  Bd. of Supv. • White  Auditor-Controller • Blue  County Counsel • ADRIGO •  Co. Admin. Officer • Concry  Auditor-Controller • Pink  Originating Dept. • Goldenrod  'To Orig. Dept. if rejected.	State of California, do hereby		ent was approved by in order duly entered dministrative Officer

Contract No:

FAMIS: 363101 Subobject: 3665

#### SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

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## PERSONAL SERVICES AGREEMENT CONSULTANT SERVICES

THIS CONTRACT is entered into this **7**<sup>th</sup> day of **December 1999**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **Robert Hays**, hereinafter called **CONTRACTOR**. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Provide technical assistance under the terms and rates listed below to assist the COUNTY and the Department of Mental Health (DMH) in the modifications to various County Services Information Systems. CONTRACTOR duties and responsibilities are detailed in Attachment A, Statement of Work. CONTRACTOR will work on the projects listed in Attachment B, County Services Medi-Cal Projects. Attachments A and B are incorporated into this Agreement by this reference.

- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at an hourly rate of \$60.00. Compensation includes all airfare, ground transportation, hotel, and food per diem, to accomplish the result contracted for.
- 3. TERM. The term of this Agreement shall be from October 18, 1999 until June 30, 2000.
- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
- 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.
  CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which, for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S **officers**, employees and agents engaged in the performance of this Agreement including, without limitation, unemployment insurance, social security and payroll tax withholding.

6, INSURANCE. CONTRACTOR, at its sole cost and expense, and for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum all of the 0203 following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement
CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each
subcontractor or otherwise provide evidence of insurance coverage for each subcontractor
equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and
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- a. Types of Insurance and Minimum Limits
- 1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
- 2. Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- 3. CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: information systems technical assistance. In reliance thereon, COUNTY hereby waives the requirement for Comprehensive or Commercial General Liability Insurance.

#### b. Other Insurance Provisions

- 1. If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonable affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed reasonable.
- 2. CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at lease thirty (30) days prior to cancellation or non-renewal of any insurance coverage required herein.
- 3. CONTRACTOR agrees to provide COUNTY, at or before the effective date of this Agreement, with a copy of the face page of any required insurance coverage in force on the effective date of this Agreement and any new or renewal policies effective during the term of the Agreement.
- 4. Any required notification or copies of documents shall be sent to: Health Services

Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA 95061-0962.

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, and/or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this non-discrimination clause.
- 8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
- 9. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. ATTACHMENTS. Statement of Work, County Services Medi-Cal Projects
- 12. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST:</u> The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial

rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ	CONTRACTOR
Bv:	By: Ment & Hap
Charles Moody	Robert Hays
Health Services Administrator	2268 El Cejo Circle
	Rancho Cordova, CA 95670

Telephone: (916) 654-5322

Rhays@dmhhq.state.ca.us

Tax ID number: 538-78-9513

Approved as to Insurances:

Liability Program Manager

Assistant County Counsel

Distribution:

County Administrative Officer

Auditor-Controller County Counsel Health Services Agency Community Mental Health

Contractor

Robert Hays I 10.26.99

## **Statement of Work**

## Robert Hays Professional Consulting Services For Technical Assistance

## **Scope of Services within:**

Robert Hays will provide technical assistance to assist Santa Cruz County and the Department of Mental Health (DMH) in the modifications to various County Services Information Systems. This will include and be not limited to: the Provider System (PRV), County of Fiscal Responsibility Reporting System (CFRRS), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), County Cost Reporting System (CCR), Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), Information Technology Web Server (ITWS), Bulletin Board System (BBS), the County Decision Support System (DSS), and Year 2000 system maintenance.

## **Consultant Task Description:**

Robert Hays will deliver technical assistance under this contract. The DMH Project Manager(s) will provide project supervision to him. Robert Hays will retain administrative responsibility for himself.

#### Assumptions:

- 1. Robert Hays will work under the general direction of the DMH Project Manager(s). The work will be performed under the existing DMH ITSD development environment. To the extent possible, existing technologies, methodologies, modules etc., will be leveraged and used to achieve the desired results.
- 2. Under this contract Robert Hays will not work on any material directly resulting in an FSR or recommendation to DMH for the procurement of products and services that would disqualify him from participating in a future procurement.
- 3. Work performed under this contract is on a time and materials basis.
- 4. DMH will retain overall responsibility and ownership of any mentioned project(s).
- 5. Robert Hays is not providing hardware or software under this contract (other than the programming design, development, and modifications listed herein).
- 6. Any changes to the Consultant Task Descriptions will be subjected to the Project Change Request Procedure to be mutually agreed upon by the DMH and Robert Hays.

See Appendix A for Project Activities and task descriptions.

#### **Deliverables:**

- Weekly Status Report
- Detailed Work Plan and Task Descriptions
- Analysis & Design Specifications
- Program Documentation (including flowcharts and diagrams)
- Unit Test Plan, System Test Plan and test results

## **Completion Criteria:**

This work order will be considered complete upon the first occurrence of:

- Robert Hays to provide professional services until Santa Cruz County has stated that no additional assistance is needed; or
- the total hours allocated to this work effort has been expended; or
- upon reaching the estimated work order end date of June 30, 2000.

## **State Responsibilities**

DMH will designate a Project Manager(s) to whom all technical communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager(s) responsibilities include:

- Serve as the interface between Robert Hays, DMH and county participants on these projects.
- With Robert Hays, administer the DMH Project(s) Change Control Procedure(s).
- Help resolve project issues and escalates issues within the DMH organization, as necessary.
- Review all work products.
- Provide project direction and supervision to Robert Hays.

DMH will designate a Project Manager(s) to whom Robert Hays's communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager's responsibilities include:

- Serving as the interface between the Robert Hays, DMH and county participants in these projects.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz County management.
- Acceptance testing of the completed project(s).

DMH will have the responsibility to provide:

- I/T equipment, terminals, software and hardware necessary for Robert Hays to accomplish his tasks. This will include desk space and materials.
- Timely access to state staff with special knowledge of date impacts on business and I/T systems as well as appropriate solution approaches to resolve any problems.
- Timely access to all current methodologies, source code(s), related documentation, and related test and production environments required to perform the activities specified in this work effort.

#### **Estimated Schedule:**

These project(s) are estimated to begin on October 18, 1999 and complete on June 30, 2000.

#### **Professional Fees/Payment Terms:**

Robert Hays will invoice Santa Cruz County monthly for the hours expended on the contract. The estimated project cost summary for Robert Hays consulting and technical assistance is as follows:

	<b>Project Cost Summary</b>		
Classifications	Hourly Rate	Estimated Total Hours	Estimated Total Cost
Consultant	\$60.00	600	\$36,000.00
		·	
	Project Total:	600	\$36,000.00

## **Approvals (Required Signatures):**

The respective responsibilities of each organizational representative are hereby acknowledged and accepted by:

Robert Hays Consultant Date

Gary Rengio, Information Systems Manager Information Technology Services Division, DMH 10 - 27 - 99 Date

Carol Hood, Assistant Deputy Director

Systems of Care, DMH

<u>10/21/99</u> Date

Glenn-Kulm, Assistant Director/Admin.

Santa Cruz County Mental Health

Date

Appendix A:

<u>Project Activities:</u> Robert Hays shall assist Santa Cruz County and DMH with the following activities in accordance with the scope of services listed above. Currently and continuing, Robert will enhance, modify and develop Visual Basic and Access applications to automate production processing of county mental health operational system data and provide applications for county staff to view and query the system data. Projects will follow the template below and be defined as they are prioritized and scheduled.

Activity	Tasks	Hours
1) Analysis & Design	. Hold Kickoff Meeting(s)	10
	. Gather Requirements (Interviews)	
	. Prepare System Flow Diagrams	
	. Identify External Interfaces	
	. Assess Impact to Current System	
	. Prepare Analysis & Design Specifications	
	. Conduct Analysis & Design Walkthrough	
2) Program Development &	. Develop Programs per Specifications	500
Modifications	. Develop Record Layout(s), JCL etc. for	
	external interfaces	
	. Create Unit Test Plan	
	. Perform Unit Test	
	. Prepare Program Documentation	
	. Conduct Program Walkthrough	
3) Testing/Training	. Create System Test Plan	50
	. Perform System Test	
	. Prepare Test Results	
	. Conduct Test Results Walkthrough	
	. Conduct and continue ongoing Training	
	and Knowledge Transfer Sessions.	
4) Implementation	. Preparation of documents Production	20
	Control and Data Guidance	
	. Turnover Program Documentation	
5) Project Management	Conduct Status Meeting	20
	Prepare Weekly Status Report	
	<ul> <li>Prepare Detailed Work Plan</li> </ul>	
	Track & Resolve Project Issues	
	<ul> <li>Monitor Project Work Plan(s)</li> </ul>	
Total		600

# County Services Medi-Cal Projects in Support of County Mental Health Plans and DMH Programs

The County Services Unit of the Department of Mental Health (DMH), Information Technology, supports DMH program staff through the new development and enhancement of automated information systems to meet federal and state reporting requirements and to facilitate the management and oversight of community mental health care. In order to create the most effective systems possible, the County Services staff work directly with the county mental health plan program and technical staff to develop and improve county level applications that interface with DMH systems including on-line, real-time access to DMH Headquarters' systems. The following is a list of current and planned Medi-Cal related projects for development by County Services.

1. Provider System (PRV) - DMH is building an integrated, on-line application for inquiry and update of provider and legal entity data. Such a system has not existed before and will include Medi-Cal certification information for furnishing current provider validation information to the CSI and SD/MC systems, and for generating reports and files required by external entities such as EDS, DHS and all county mental health plans. This system will allow for faster and easier correction of data, and well as automate and accelerate the claims payment processes and provider authorization process for the Point-of-Service devices.

Scope: Approximately 5 months for technical staff with very strong analysis skills.

2. County of Fiscal Responsibility Reporting System (CFRRS) - This on-line reporting application will allow county staff to produce reports to verify and reconcile services for their beneficiaries, which were provided by other counties. This includes reports of county submitting data, county of financial responsibility, and county of Medi-Cal eligibility establishment (from the beneficiary identification code).

Scope: Approximate/y 2 months for technical staff with strong integration skills.

3. Therapeutic Behavioral Services (TBS) - On-line application for inquiry and reporting which will provide Internet functionality for the counties to submit initial and quarterly information to DMH on provision of TBS services to beneficiaries. This information will be integrated with the SD/MC and CSI systems.

Scope: Approximately 2 months for technical staff with strong system integration skills.

4. Inpatient Consolidation System (IPC) - Allows counties to view and report the inpatient claims data files provided by the fiscal intermediary (EDS) under Managed Care Phase I. Counties use this information to verify realignment offsets by DMH and reconcile paid claims with their associated TAR's. DMH Managed Care and Accounting use this system for resolving county inpatient claim issues and to calculate the realignment offset.

Scope — Currently working on an Access 97 version of the IPC that is Y2K compliant. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. There are also frequent requests for data from counties when they are unable to retrieve data from EDS, as well as requests for technical assistance with modem communication problems. DMH Accounting and Managed Care staff have ongoing requests for accounting studies to resolve invalid claims issues.

5. County Cost Reporting System (CCR) - This new system will provide DMH County Financial Program Support section with a system to process Local Mental Health Program Cost Reports showing SD/MC, realignment, and other cost revenues by legal entity and mode of service; and enable the program to have the capability to provide several data analysis reports showing summary and aggregate information. This will simplify and shorten the cost report data validation processes with County staff. These reports are needed by SD/MC and realignment auditors, the State legislature, and local, state, and national interest groups.

Scope: approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate yearly changes. Scope of county use: It is anticipated that all 58 Counties would utilize this system.

6. Short-Doyle/Medi-Cal System (SD/MC) - This system is currently under process improvement to shorten and simplify the claim submission, correction, and approval processes through new electronic file transfer processes. This is important to the counties since it will provide faster reimbursement and require fewer resources.

Scope: On-going maintenance and enhancement issues. Working toward full DMH/DHS table integration (aid code, service rate, FFP rate, provider, etc.).

0213

7. Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR) — A significant improvement to SD/MC processing is the automation of the error correction process, which will replace vast amounts of paper mailings with a electronic correction process. Currently, county staff mark corrections on extremely voluminous reports and send them to the Department of Health Services (via DMH), which, in turn, key enters the data into the system. In addition to the excessive staff time used to process this paper, there is considerable time delay using the paper processing over the proposed electronic process.

Another request from the counties is to enhance the current Access 97 EOB application to produce several summary reports from their EOB files, which contain detailed adjudicated claims information.

Scope: The new ECR process will take approximately 18 person months to develop. The EOB application will take approximately 2 person months to enhance.

8. Medi-Cal Eligibility Database System (MEDS) - Provides county mental health programs with Medi-Cal eligibility data files to conduct analyses of their risk under capitation or block grant contracts; plan allocation of their resources; and identify clients who are eligible for Medi-Cal and identify their third party insurance coverage, if any. This system also provides counties with non-resident beneficiary information upon submission of a MEDS ID. Currently, staff are analyzing the county request to perform real-time queries of the MEDS information from their county based integrated systems,

Scope: Y2K changes complete to the Access 97. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. We have county requests to develop an on-line application for the counties to access the data real time at the data center.

9. New Institutions for Mental Disease (NIM) - The Department of Health Services (DHS) is required to provide the Health Care Financing Administration (HCFA) information on Medi-Cal beneficiaries in Institutions for Mental Disease (IMD). This requirement is to ensure compliance with Medicaid requirements involving Federal Financial Participation' (FFP) and Fee-For-Service/Medi-Cal (FFS/MC) ancillary services. In order to facilitate this requirement, this system collects the IMD information from the counties in Excel or Access format. To reduce the county reporting redundancy, IMD information will be collected from CSI once counties report to CSI.

Scope: Approximately 1 person month of IT staff support required ongoing and 1 person month to create the IMD process for CS.

0214

10.Information Technology Web Server (ITWS) / Bulletin Board System (BBS) – Allows file transfer and data exchange for all County Mental Health and Department of Mental Health Systems. Online interactive access to real-time County information. Ongoing development and improvement to these systems. Online documentation for all systems including: SD/MC (Short-Doyle/Medi-Cal), MEDS (Medi-Cal Eligibility Database System), CSI (Client and Services Information System), PRV (Provider System), EOB (SD/MC Explanation of Balances), etc. This access capability greatly decreases the time required for handling and errors in the initial processing steps.

Scope: The mechanisms to facilitate the file transfers have been evolving. The BBS took 2 person years to bring to its current state. On-going moderate /eve/ of support is required to maintain its operation. The ITWS development is just beginning and will eventually replace the BBS. The ITWS is the 'portal' for which all Counties may view, access and exchange information and data with DMH Systems.

11. County Decision Support System (DSS) - Development of a county Decision Support System (DSS) including linkage to legacy and current service and eligibility information. Integrating CSI data with other DMH systems is anticipated to be extremely useful to staff in the counties and state hospitals as well as headquarters staff. The DSS will enable staff to query for related information in the Client Data System (CDS) and Fee For Service (FFS) legacy databases, the Medi-Cal Eligibility Database System (MEDS), the Shot-t/Doyle Medi-Cal (SD/MC) - Explanation of Balances (EOB) system, the Inpatient Consolidation (IPC) system, and the CSI system. The DSS database will be created on the department's LAN with the goals of fast and simple access to pertinent business information with minimal query processing cost. Department staff will use this critical business information to improve the mental health service delivery system.

Scope: Approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate changes and for ongoing maintenance, data summarization, file extractions, modifications or enhancements due to changes in federal or state programs,

#### REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors County Administrative Officer County Counsel Auditor-Controller		11	ces Agency (Mental )	•
The Board of Supervisors is hereby	requested to approve the at	tached agreement and author	orize the execution of the s	ame.
1. Said agreementis between the <u>(</u>	County of Santa Cruz	(Community Mental He	ealth)	(Agency)
and David Garske, 3581 G	reen Glenn Court, Can	meron Park, CA 95682		(Name & Address)
2. The agreement will provide te	chnical assistance in	n SDMC systems enhan	cements.	
3. The agreement is needed, to	provide the above.			
4. Period of the agreement is from	October 18, 1999	to	June 30, 2000	
5. Anticipated cost is \$ 33,000	through June 30, 200	0	(Fixed amount; Monthly ra	te; Not to exceed
6. Remarks: Contract is at	an hourly rate with	no maximum amount.		
7. Appropriations are budgeted in	363101		(Index#)3665	(Subobject
	PROPRIATIONS ARE INSU			
Appropriations are not available an	have been encumbered. C	ontract No. CO9 TBD  OAKTA NIVUISO  By Moule	viv, Auditor, - Controller	_2_/99 Deputy
Proposal reviewed and approved. It Health Services Administ:		pard of Supervisors approve ute the same on behalf of t		
Remarks:	H SERVICES (Agend		nty Administrative Officer	11/24/99
Agreement approved as to form. D	ate			
Distribution:  Bd. of Supv. • White Auditor-Controller • Blue County Counsel • Interest • Co. Admin. Officer • Canary Auditor-Controller • Pink Originoting Dept. • Goldenrod  *To Orig. Dept. if rejected.	State of Californido ne	) ss ) ex-officin Clerk of the Rureby certify that the foregoing rs as recommended by the Countried on	request for approval of agreemen	it was approved by order duly stered

ADM - 29 (6/95)

Contract No:

FAMIS: 363101 Subobject: 3665

#### SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

0216

## PERSONAL SERVICES AGREEMENT CONSULTANT SERVICES

THIS CONTRACT is entered into this **7**<sup>th</sup> day of **December 1999**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **David Garske**, hereinafter called **CONTRACTOR**. The parties agree as follows:

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  - a. Any and all claims, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property (ies) of CONTRACTOR and third persons.
  - b. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement including, without limitation, unemployment insurance, social security and payroll tax withholding.

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CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each
subcontractor or otherwise provide evidence of insurance coverage for each subcontractor
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- 1. Worker's Compensation in the minimum statutorily required coverage amounts. (Not required if CONTRACTOR has no employees).
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- 4. Any required notification or copies of documents shall be sent to: Health Services

Agency, County of Santa Cruz, 1080 Emeline Ave., P.O. Box 962, Santa Cruz, CA  $_{0218}$  9506 I-0962.

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  - a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, and/or transfer. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this non-discrimination clause.
- 8. NONASSIGNMENT OF AGREEMENT. CONTRACTOR shall not assign this Agreement to a third party without the written consent of COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
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- 10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. ATTACHMENTS. Statement of Work, County Services Medi-Cal Projects
- 12. INDEPENDENT CONTRACTOR STATUS: CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST:</u> The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) in the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial

rather than slight; (e) the CONTRACTOR rather than the COUNTY supplies the instrumentality's, tools and workplace; (f) the length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) the method of payment of CONTRACTOR is by the job rather than by the time; (h) the work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors, which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

In witness whereof, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ	CONTRACTOR	
By:	By: Im Ille	
Charles Moody	David Garske	
Health Services Administrator	3581 Greenglenn Court	
	Cameron Park, CA 95682	
	Telephone: (530) 409-2990	
	E-mail:	
	dgarske@dmhhq.state.ca.us	

Tax ID number: 602-58-7239

Approved as to Insurances:

Liability Program Manager

Assistant County Counsel

Distribution:
County Administrative Officer
Auditor-Controller
County Counsel
Health Services Agency
Community Mental Health
Contractor

David Garske / 10.26.99

## Statement of Work

## David Garske Professional Consulting Services For Technical Assistance

## **Scope of Services within:**

David Garske will provide technical assistance to assist Santa Cruz County and the Department of Mental Health (DMH) in the modifications to various County Services Information Systems. This will include and be not limited to: the Provider System (PRV), County of Fiscal Responsibility Reporting System (CFRRS), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), County Cost Reporting System (CCR), Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), Information Technology Web Server (ITWS), Bulletin Board System (BBS), the County Decision Support System (DSS), and Year 2000 system maintenance.

### **Consultant Task Description:**

David Garske will deliver technical assistance under this contract. The DMH Project Manager(s) will provide project supervision to him. David Garske will retain administrative responsibility for himself.

## Assumptions:

- 1. David Garske will work under the general direction of the DMH Project Manager(s). The work will be performed under the existing DMH ITSD development environment. To the extent possible, existing technologies, methodologies, modules etc., will be leveraged and used to achieve the desired results.
- 2. Under this contract David Garske will not work on any material directly resulting in an FSR or recommendation to DMH for the procurement of products and services that would disqualify him from participating in a future procurement.
- 3. Work performed under this contract is on a time and materials basis.
- 4. DMH will retain overall responsibility and ownership of any mentioned project(s).
- 5. David Garske is not providing hardware or software under this contract (other than the programming design, development, and modifications listed herein).
- 6. Any changes to the Consultant Task Descriptions will be subjected to the Project Change Request Procedure to be mutually agreed upon by the DMH and David Garske.

See Appendix A for Project Activities and task descriptions,

#### **Deliverables:**

- Weekly Status Report
- Detailed Work Plan and Task Descriptions
- Analysis & Design Specifications
- Program Documentation (including flowcharts and diagrams)
- Unit Test Plan, System Test Plan and test results

## **Completion Criteria:**

This work order will be considered complete upon the first occurrence of:

- David Garske to provide professional services until Santa Cruz County has stated that no additional assistance is needed; or
- the total hours allocated to this work effort has been expended; or
- upon reaching the estimated work order end date of June 30, 2000.

## **State Responsibilities**

DMH will designate a Project Manager(s) to whom all technical communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager(s) responsibilities include:

- Serve as the interface between David Garske, DMH and county participants on these projects.
- With David Garske, administer the DMH Project(s) Change Control Procedure(s).
- Help resolve project issues and escalates issues within the DMH organization, as necessary.
- Review all work products.
- Provide project direction and supervision to David Garske.

DMH will designate a Project Manager(s) to whom David Garske's communications will be addressed and who has the authority to act for Santa Cruz County in all technical aspects of this Agreement. The DMH Project Manager's responsibilities include:

- Serving as the interface between the David Garske, DMH and county participants in these projects.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz County management.
- Acceptance testing of the completed project(s).

DMH will have the responsibility to provide:

- I/T equipment, terminals, software and hardware necessary for David Garske to accomplish his tasks. This will include desk space and materials.
- Timely access to state staff with special knowledge of date impacts on business and I/T systems as well as appropriate solution approaches to resolve any problems.
- Timely access to all current methodologies, source code(s), related documentation, and related test and production environments required to perform the activities specified in this work effort.

#### **Estimated Schedule:**

These project(s) are estimated to begin on October 18, 1999 and complete on June 30, 2000.

#### Professional Fees/Payment Terms:

David Garske will invoice Santa Cruz County monthly for the hours expended on the contract. The estimated project cost summary for David Garske consulting and technical assistance is as follows:

Project Cost Summary				
Classifications	Hourly Rate	Estimated Total Hours	Estimated Total Cost	
Consultant	\$55.00	600	\$33,000.00	
	Project Total:	600	\$33,000.00	

## Approvals (Required Signatures):

The respective responsibilities of each organizational representative are hereby acknowledged and accepted by:

David Garske Consultant 10/28/99 Date

Gary Renslo, Information Systems Manager Information Technology Services Division, DMH <u>//) - Z 7 - 99</u>

Carol Hood, Assistant Deputy Director Systems of Care, DMH 10/21/99 Date

Glenn Kulim, Assistant Director/Admin. Santa Cruz County Mental Health 10/28/99 Date Appendix A:

<u>Project Activities:</u> David Garske shall assist Santa Cruz County and DMH with the following activities in accordance with the scope of services listed above. Currently and continuing, the Information Technology Web Services (ITWS) system development is described and outlined below. This system is a new Web application that enables counties to securely receive, send and access mental health system operational and decision support information and system documentation over the Internet. Other projects will follow a similar template and be defined as they are prioritized and scheduled.

Activity	Tasks	Hours
1) Analysis & Design	. Hold Kickoff Meeting(s)	20
	. Gather Requirements (Interviews)	<b>#</b>
	. Prepare System Flow Diagrams	
	. Identify External Interfaces	
	. Assess Impact to Current System	
	. Prepare Analysis & Design Specifications	
	. Conduct Analysis & Design Walkthrough	
2) Program Development &	. Develop Programs per Specifications	430
Modifications	. Create Unit Test Plan	
	. Perform Unit Test	
	. Prepare Program Documentation	
	. Conduct Program Walkthrough	
3) Testing/Training	. Create System Test Plan	50
	. Perform System Test	
	. Prepare Test Results	
	. Conduct Test Results Walkthrough	
	. Conduct and continue ongoing Training	
	and Knowledge Transfer Sessions.	
4) Implementation	. Preparation of documents Production	20
	Control and Data Guidance	
	. Turnover Program Documentation	
5) Project Management	. Conduct Status Meeting	20
	. Prepare Weekly Status Report	
	. Prepare Detailed Work Plan	
	Track & Resolve Project Issues	
	<ul> <li>Monitor Project Work Plan(s)</li> </ul>	
6) Other Projects and Tasks	As defined and scheduled	60
	Creation and development of these to	
	follow System Development Life Cycle	
	'templates' as above	
Total		600

# County Services Medi-Cal Projects in Support of County Mental Health, Plans and DMH Programs

The County Services Unit of the Department of Mental Health (DMH), Information Technology, supports DMH program staff through the new development and enhancement of automated information systems to meet federal and state reporting requirements and to facilitate the management and oversight of community mental health care. In order to create the most effective systems possible, the County Services staff work directly with the county mental health plan program and technical staff to develop and improve county level applications that interface with DMH systems including on-line, real-time access to DMH Headquarters' systems. The following is a list of current and planned Medi-Cal related projects for development by County Services.

1. Provider System (PRV) - DMH is building an integrated, on-line application for inquiry and update of provider and legal entity data. Such a system has not existed before and will include Medi-Cal certification information for furnishing current provider validation information to the CSI and SD/MC systems, and for generating reports and files required by external entities such as EDS, DHS and all county mental health plans. This system will allow for faster and easier correction of data, and well as automate and accelerate the claims payment processes and provider authorization process for the Point-of-Service devices.

Scope: Approximately 5 months for technical staff with very strong analysis skills.

2. County of Fiscal Responsibility Reporting System (CFRRS) - This on-line reporting application will allow county staff to produce reports to verify and reconcile services for their beneficiaries, which were provided by other counties. This includes reports of county submitting data, county of financial responsibility, and county of Medi-Cal eligibility establishment (from the beneficiary identification code).

Scope: Approximately 2 months for technical staff with strong integration skills.

3. Therapeutic Behavioral Services (TBS) - On-line application for inquiry and reporting which will provide Internet functionality for the counties to submit initial and quarterly information to DMH on provision of TBS services to beneficiaries. This information will be integrated with the SD/MC and CSI systems.

Scope: Approximately 2 months for technical staff with strong system integration skills.

- 4. Inpatient Consolidation System (/PC) Allows counties to view and report the inpatient claims data files provided by the fiscal intermediary (EDS) under Managed Care Phase I. Counties use this information to verify realignment offsets by DMH and reconcile paid claims with their associated TAR's. DMH Managed Care and Accounting use this system for resolving county inpatient claim issues and to calculate the realignment offset.
  - Scope Currently working on an Access 97 version of the /PC that is Y2K compliant. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. There are also frequent requests for data from counties when they are unable to retrieve data from EDS, as we// as requests for technical assistance with modem communication problems. DMH Accounting and Managed Care staff have ongoing requests for accounting studies to resolve invalid claims issues.
- 5. County Cost Reporting System (CCR) This new system will provide DMH County Financial Program Support section with a system to process Local Mental Health Program Cost Reports showing SD/MC, realignment, and other cost revenues by legal entity and mode of service; and enable the program to have the capability to provide several data analysis reports showing summary and aggregate information. This will simplify and shorten the cost report data validation processes with County staff. These reports are needed by SD/MC and realignment auditors, the State legislature, and local, state, and national interest groups.

Scope: approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate yearly changes. Scope of county use: It is anticipated that all 58 Counties would utilize this system.

6. Short-Doyle/Medi-Cal System (SD/MC) - This system is currently under process improvement to shorten and simplify the claim submission, correction, and approval processes through new electronic file transfer processes. This is important to the counties since it will provide faster reimbursement and require fewer resources.

Scope: On-going maintenance and enhancement issues. Working toward full DMH/DHS table integration (aid code, service rate, FFP rate, provider, etc.).

7. Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR) — A significant improvement to SD/MC processing is the automation of the error correction process, which will replace vast amounts of paper mailings with a electronic correction process. Currently, county staff mark corrections on extremely voluminous reports and send them to the Department of Health Services (via DMH), which, in turn, key enters the data into the system. In addition to the excessive staff time used to process this paper, there is considerable time delay using the paper processing over the proposed electronic process.

Another request from the counties is to enhance the current Access 97 EOB application to produce several summary reports from their EOB files, which contain detailed adjudicated claims information.

Scope: The new ECR process will take approximately 18 person months to develop. The EOB application will take approximately 2 person months to enhance.

8. Medi-Cal Eligibility Database System (MEDS) - Provides county mental health programs with Medi-Cal eligibility data files to conduct analyses of their risk under capitation or block grant contracts; plan allocation of their resources; and identify clients who are eligible for Medi-Cal and identify their third party insurance coverage, if any. This system also provides counties with non-resident beneficiary information upon submission of a MEDS ID. Currently, staff are analyzing the county request to perform real-time queries of the MEDS information from their county based integrated systems.

Scope: Y2K changes complete to the Access 97. On-going maintenance believed to be minimal but there will always be questions from the counties due to staffing or equipment changes. We have county requests to develop an on-line application for the counties to access the data real time at the data center.

9. New Institutions for Mental Disease (NIM) - The Department of Health Services (DHS) is required to provide the Health Care Financing Administration (HCFA) information on Medi-Cal beneficiaries in Institutions for Mental Disease (IMD). This requirement is to ensure compliance with Medicaid requirements involving Federal Financial Participation (FFP) and Fee-For-Service/Medi-Cal (FFS/MC) ancillary services. In order to facilitate this requirement, this system collects the IMD information from the counties in Excel or Access format. To reduce the county reporting redundancy, IMD information will be collected from CSI once counties report to CSI.

Scope: Approximately 1 person month of IT staff support required ongoing and 1 person month to create the IMD process for CS.

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10.Information Technology Web Server (ITWS) / Bulletin Board System (BBS) – Allows file transfer and data exchange for all County Mental Health and Department of Mental Health Systems. Online interactive access to real-time County information. Ongoing development and improvement to these systems. Online documentation for all systems including: SD/MC (Short-Doyle/Medi-Cal), MEDS (Medi-Cal Eligibility Database System), CSI (Client and Services Information System), PRV (Provider System), EOB (SD/MC Explanation of Balances), etc. This access capability greatly decreases the time required for handling and errors in the initial processing steps.

Scope: The mechanisms to facilitate the file transfers have been evolving. The BBS took 2 person years to bring to its current state. On-going moderate level of support is required to maintain its operation. The ITWS development is just beginning and will eventually replace the BBS. The ITWS is the 'portal' for which all Counties may view, access and exchange information and data with DMH Systems.

11. County Decision Support System (DSS) - Development of a county Decision Support System (DSS) including linkage to legacy and current service and eligibility information. Integrating CSI data with other DMH systems is anticipated to be extremely useful to staff in the counties and state hospitals as well as headquarters staff. The DSS will enable staff to query for related information in the Client Data System (CDS) and Fee For Service (FFS) legacy databases, the Medi-Cal Eligibility Database System (MEDS), the Short/Doyle Medi-Cal (SD/MC) - Explanation of Balances (EOB) system, the Inpatient Consolidation (IPC) system, and the CSI system. The DSS database will be created on the department's LAN with the goals of fast and simple access to pertinent business information with minimal query processing cost. Department staff will use this critical business information to improve the mental health service delivery system.

Scope: Approximately 18 person months the first year for development and county support; 3-4 person months each subsequent year to incorporate changes and for ongoing maintenance, data summarization, file extractions, modifications or enhancements due to changes in federal or state programs.