



HEALTH SERVICES AGENCY  
ADMINISTRATION

# County of Santa Cruz

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE, SANTA CRUZ, CA 95061  
(831) 454-4066 FAX: (831) 454-4770 TDD: (831) 454-2123

April 24, 2000

AGENDA: May 9, 2000

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 Contract

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 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 to accomplish the above enhancements along with identifying needed resources to accomplish them. On October 19, 1999, your Board authorized a contract with a consultant, Aspen Computer Solutions of **Rancho** Murieta, California, to begin the planning process of the needed enhancements. On December 7, 1999 your Board authorized three additional contracts to provide further project planning, along with the actual programming needed to enhance various state systems to improve Medi-Cal claiming. These contracts also include funding for system documentation and training of state and county staff. Attached for your Board's approval is one additional contract needed to accomplish the goal set above. No local **costs** are required for this contract of \$45,050 with Carnaghe and Gibbs Business Solutions.

Sufficient state and federal funds exist within the **1999/2000** Community Mental Health budget to fund these contracts.

It is, therefore, RECOMMENDED that your Board:

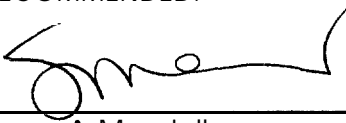
1. Approve the attached agreement with Carnaghe and Gibbs Business Solutions, Inc. (Budget Index 363101, Subobject 3665) for information systems technical assistance effective April 1, 2000 and authorize the Health Services Administrator to sign.

Sincerely,

  
Rama Khalsa, Ph.D.  
Health Services Administrator

RK:AP

RECOMMENDED:

  
Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
HSA Administration  
Mental Health & Substance Abuse Services  
Contractor

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0137

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: Health Services Agency (Mental Health) (Dept.)  
R. Knutson (Signature) 4/24/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Community Mental Health) (Agency)  
and Carnaghe & Gibbs Business Solutions, Inc. 220 Sansome St. #800 San Francisco CA 94104 (Name & Address)
2. The agreement will provide technical assistance in SDMC systems enhancements.
3. The agreement is needed. to provide the above.
4. Period of the agreement is from April 1, 2000 to June 30, 2000
5. Anticipated cost is \$ ~~XX\$22,000X~~ \$45,050.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract is at an hourly rate with no maximum amount.
7. Appropriations are budgeted in 363101 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM ACID-74

Appropriations are available and have been encumbered. Contract No. C09 TBD 90 Date 4/26/00  
are not will be 92094  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Health Services Administrator to execute the same on behalf of the

HEALTH SERVICES (Agency).

Remarks: GG (Analyst) BY [Signature] County Administrative Officer Date 4/27/00

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order entered  
in the minutes of said Board on \_\_\_\_\_

By \_\_\_\_\_ Deputy Clerk

**SANTA CRUZ COUNTY HEALTH SERVICES AGENCY**

**PERSONAL SERVICES AGREEMENT  
CONSULTANT SERVICES**

THIS CONTRACT is entered into this **1<sup>st</sup>** day of **April** 2000, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **CARNAGHE AND GIBBS BUSINESS SOLUTIONS INC.**, 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. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR at an hourly rate up to \$85.00. 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 April 1, 2000 until June 30, 2000.
4. **EARLY TERMINATION.** 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 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.

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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 CONTRACTOR'S 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 least 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. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

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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.

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 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. 0141

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**

By: \_\_\_\_\_  
Rama Khalsa, PH.D.  
Health Services Administrator

**CONTRACTOR**

By: Tilford Patterson  
Tilford Patterson, Account Manager  
Carnaghe and Gibbs Business  
Solutions, Inc.  
915 L Street, Suite 1235  
Sacramento, CA 95814

Telephone: (916) 325-1200  
E-mail: tpatterson@cgusa.com

**Tax ID number: 94-3240340**

Approved as to Insurances:

Janet McKinley 4-20-2000  
Liability Program Manager

Approved as to form:

J. Rice  
Assistant County Counsel

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

Carnaghe and Gibbs I 3.31 .00

**Statement of Work**  
**Carnaghe and Gibbs Business Solutions Inc.**  
**Professional Consulting Services**

**Scope of Services within:**

Carnaghe and Gibbs 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:**

Carnaghe and Gibbs will deliver technical assistance under this contract. The DMH Project Manager(s) will provide project supervision.

**Assumptions:**

1. Carnaghe and Gibbs 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 Carnaghe and Gibbs 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. Carnaghe and Gibbs 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 Carnaghe and Gibbs.

See Appendix A for Project Activities and task descriptions.

**Deliverables:**

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

**Completion Criteria:**

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

- Carnaghe and Gibbs 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 Carnaghe and Gibbs, DMH and county participants on these projects.
- With Carnaghe and Gibbs, 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 Carnaghe and Gibbs.

DMH will designate a Project Manager(s) to whom Carnaghe and Gibbs'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 Carnaghe and Gibbs, 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 Carnaghe and Gibbs 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 April 1, 2000 and complete on June 30, 2000.


**Professional Fees/Payment Terms:**

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


<b>Project Cost Summary</b>			
<b>Classifications</b>	<b>Hourly Rate</b>	<b>Estimated Total Hours</b>	<b>Estimated Total Cost</b>
Carnaghe and Gibbs Consultant	Up to \$85.00	530	Up to \$45,050
<b>Project Total:</b>		530	\$45,050

**Approvals (Required Signatures):**

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

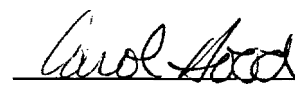
  
Tilford Patterson, Account Manager  
Carnaghe and Gibbs Business Solutions Inc.

March 31, 2000  
Date

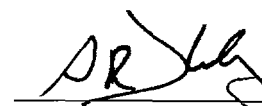
  
Gary Renslo, Information Systems Manager  
Information Technology Services Division, DMH

Date

3/31/00

  
Carol Hood, Assistant Deputy Director  
Systems of Care, DMH

3/31/00  
Date

  
Glenn Kulm, Assistant Director/Admin.  
Santa Cruz County Mental Health

4/5/00  
Date

## Appendix A

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**Project Activities:** Carnaghe and Gibbs shall assist Santa Cruz County and DMH with the following activities in accordance with the scope of services listed above. This includes enhancing, modifying and developing Visual Basic, Access, SQL and Web 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.

<i>Activity</i>	<i>Tasks</i>	<i>Hours</i>
1) Analysis & Design	<ul style="list-style-type: none"> <li>• Hold Kickoff Meeting(s)</li> <li>• Gather Requirements (Interviews)</li> <li>• Prepare System Flow Diagrams</li> <li>• Identify External Interfaces</li> <li>• Assess Impact to Current System</li> <li>• Prepare Analysis &amp; Design Specifications</li> <li>• Conduct Analysis &amp; Design Walkthrough</li> </ul>	70
2) Program Development & Modifications	<ul style="list-style-type: none"> <li>• Develop Programs per Specifications</li> <li>• Develop Record Layout(s) for external interfaces</li> <li>• Create Unit Test Plan</li> <li>• Perform Unit Test</li> <li>• Prepare Program Documentation</li> <li>• Conduct Program Walkthrough</li> </ul>	370
3) Testing/Training	<ul style="list-style-type: none"> <li>• Create System Test Plan</li> <li>• Perform System Test</li> <li>• Prepare Test Results</li> <li>• Conduct Test Results Walkthrough</li> <li>• Conduct and continue ongoing Training and Knowledge Transfer Sessions.</li> </ul>	50
4) Implementation	<ul style="list-style-type: none"> <li>• Preparation of documents for Installation and Maintenance</li> </ul>	20
5) Project Management	<ul style="list-style-type: none"> <li>• Conduct Status Meeting</li> <li>• Prepare Weekly Status Report</li> <li>• Prepare Detailed Work Plan</li> <li>• Track &amp; Resolve Project Issues</li> <li>• Monitor Project Work Plan(s)</li> </ul>	20
<b>Total</b>		<b>530</b>