



County of Santa Cruz⁰⁰⁶³

HEALTH SERVICES AGENCY

1400 EMELINE AVENUE SANTA CRUZ, CA 95060

(831) 454-4170 FAX: (831) 454-4663 TDD: (831) 454-4123

MENTAL HEALTH AND SUBSTANCE ABUSE **ADMINISTRATION**

September 25, 2000

AGENDA: October 3, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California 95061

RE: Approval of Mental Health Short- Doyle Medi- Cal Technical Assistance Contracts and
Accept Unanticipated Revenue

Dear Members of the Board:

In FY 19942000, the State Department of Mental Health allocated \$167,000 in one time additional managed care funds to Santa Cruz County. The purpose of this allocation was to provide funding for information systems enhancements needed to improve or maintain Short-Doyle Medi- Cal claiming for all counties in California. The goals of the Medi- Cd system enhancements were to speed up claims processing, claims payment and improve County cash flow from the Medi-Cal program. The State chose to allocate these funds to the County rather than expend them at the State level due to the County's ability to use the funds as match for Short- Doyle Medi- Calfederal funds. This, in effect, doubles the amount of resource available to accomplish the intended tasks. These funds were expended on five contracts with technical and programming consultants who worked with the State and counties on developing and implementing the planned enhancements.

Due to the successful ~~State~~ County partnership of planning and implementation of last year's information systems enhancements, this year the State allocated \$400,000 in additional Managed Care State general funds to Santa Cruz County for the same purpose. The State intends to continue these allocations as long as further improvements are identified. It is anticipated this will be ongoing due to the new federal changes required under the Health Insurance Portability and Accountability Act (HIPAA). Again, these funds can be used as match for Short-Doyle Medi-Cal federal funds, in effect doubling the resource available. During July and August, County Mental Health staff worked with State staff to develop a list of projects to accomplish the above goal, along with identifying the resources needed to accomplish them. In addition to continuing further enhancements to the Short-Doyle Medi- Cal claiming process, the State and County will work on developing an automated cost report process, which will minimize staff resources necessary to complete the report each year in each county. This will be a multi-year effort, subject to continued State general fund allocations.

The State also recognized Santa Cruz County's staff time commitment to these efforts, and recommended that a portion of these funds be utilized for staff resources at the County level. After considering the type of work involved in these efforts (understanding the complex nature of the current cost report, claiming and information transfer processes; being able to work with programmers and technical analysts on necessary changes to these processes, reviewing work performed by the contract vendors and assisting in developing training for county staff), County Mental Health felt that a Sr. Departmental Administrative Analyst would be able to appropriately perform these duties. This position would require that a candidate have knowledge in fiscal, data, contract management and training areas of healthcare. County Mental Health requests your Board's approval to add 1.0 FTE Sr. Departmental Administrative Analyst to the Mental Health budget and refer this position to County Personnel for classification.

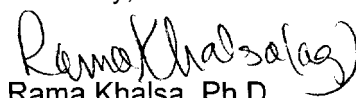
Also attached for your Board's approval are contracts with five vendors who worked with the State and County on last year's information systems enhancements. Utilization of these vendors is recommended because of their knowledge and experience gained from previous enhancements. These contracts also include funding for system documentation and training of state and county staff.

Sufficient State and federal funds exist within the Community Mental Health budget to fund these contracts and position, and no additional County funds are needed nor requested.

It is, therefore, RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating \$800,000 of unanticipated State and federal funds into the HSA Community Mental Health Budget; and
2. Approve the five attached agreements with Don Doty, David Garske, Tony van Wolferen, Robert Hays, and Raging Mouse.Com, Inc. (Budget Index 363103, Subobject 3665) for information systems technical assistance effective July 1, 2000, and authorize the Health Services Administrator to sign; and
3. Authorize the addition of 1.0 FTE Senior Departmental Administrative Analyst within the Mental Health Division of HSA, and direct the Personnel Department to take necessary actions to classify the position.

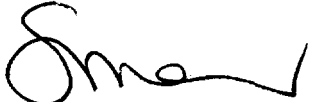
Sincerely,



Rama Khalsa, Ph.D.

Health Services Agency Administrator

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

cc: Auditor-Controller
County Administrative Office
County Counsel

HSA Administration
Community Mental Health
Local Mental Health Board

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

0065

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds Short-Doyle Medi-Cal and State General Fund (Managed Care) program; and

VJHEREAS, the County is a recipient of funds in the amount of \$ 800,000
which are either in excess of those anticipated or are not specifically set
in the current fiscal year budget of the County; and

VJHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 800,000 into
Department Mental Health

Short-Doyle Medi-Cal

| T/C | Index Number | Revenue Subobject Number | Account Name | Amount |
|-----|-----------------|--------------------------------|----------------------|---------|
| 001 | 363101 | 0624 | Short-Doyle Medi-Cal | 400,000 |
| 001 | 363101 | 0626 | State General Fund | 400,000 |

and that such funds be and are hereby appropriated as follows:

| T/C | Index Number | Expenditure Subobject Number | PRJ/UCD | Account Name | Amount |
|-----|-----------------|------------------------------------|---------|----------------------|---------|
| 021 | 363103 | 3665 | -- | Professional Service | 756,530 |
| 021 | 363103 | 3100 | -- | REGULAR PAY-PER | 33,959 |
| 021 | 363103 | 3150 | | OASDI-SOCIAL SEC | 2,598 |
| 021 | 363103 | 3155 | | PERS | 4,832 |
| 021 | 363103 | 3160 | | EMPLOYEE INSURA | 2,081 |

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been
researched and that the Revenue(s) (has been) (will be) received within the
current fiscal year.

BY

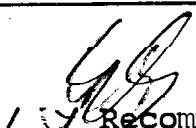
Ranakhalisa (ag)
Department Head

Date

9/20/00

26

COUNTY ADMINISTRATIVE OFFICER

 ☒ Recommended to Board

☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa **Cruz,**
state of California, this _____ day of _____ 19____
 by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

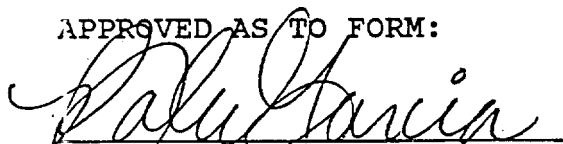
ABSENT: -SUPERVISORS

 CHAIR OF THE BOARD

ATTEST:

 Clerk of the Board

APPROVED AS TO FORM:


 County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 9/20/00
 Auditor-Controller

Distribution:

Auditor-Controller
 County Council
 County Administrative, Officer
 Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0067

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

FROM: Health Services Agency (Mental Health) (Dept.)
Rama Khalsa/ag (Signature) 9/20/00 (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 Robert Hays, 2268 El Cejo Circle, Rancho Cordova, CA 95670 (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 July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 46,500.00 through June 30, 2001 (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 AUD-74

Appropriations are available and have been encumbered. * Contract No. C001989-01 Date 9/20/00
are not will be

SUBJECT TO APPROVAL OF AUD-60

GARY A. KNUTSON, Auditor - Controller

By Ronald J. [Signature] 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: [Signature] (Analyst) By [Signature] County Administrative Officer Date 9/20/00

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

• Ta Orig. Dept. if rejected.

ADM - 29 (6/95)

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 duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

**PERSONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

THIS CONTRACT is entered into this **1st day of July 2000**, 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. **COMPENSATION.** 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 July 1, 2000 until June 30, 2001.

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. 0069

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 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 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

7. EQUAL EMPLOYMENT OPPORTUNITY. 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 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.

0071

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.

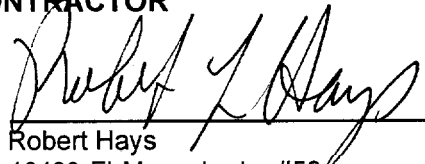
By their signatures to this Agreement, each party certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

COUNTY OF SANTA CRUZ

By: _____
Rama Khalsa
Health Services Administrator

CONTRACTOR

By: 
Robert Hays
10460 El Mercado drv #59
Rancho Cordova, CA 95741

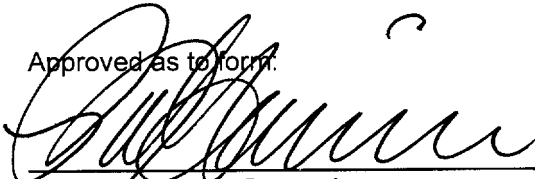
Telephone: (916) 857-1423
E-mail: rhays@dmhhq.state.ca.us

Tax ID number: 538-78-9513

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

Statement of Work
Robert Hays
Professional Consulting Services For Technical Assistance

Scope of Services

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: Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Provider System (PRV), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), County Decision Support System (DSS), information system analysis and modifications as required by the federal Health Insurance Portability and Accountability Act (HIPAA).

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 IT 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 the following project plan for detailed 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 contract 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 contract end date of June 30, 2001.

State Responsibilities

DMH will designate a project manager(s) to whom all state/county/vendor 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.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz county management.
- Acceptance of the completed project(s).

DMH will have the responsibility to provide:

- IT 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 data impacts on business and IT 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 July 1, 2000 and complete on June 30, 2001.

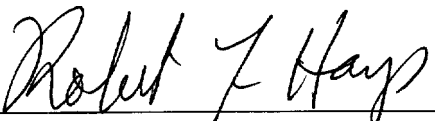
Professional Fees/Payment Terms

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:

| Project Cost Summary | | | |
|-------------------------|-------------|-----------------------|----------------------|
| Classifications | Hourly Rate | Estimated Total Hours | Estimated Total Cost |
| Visual Basic Specialist | \$60.00 | 775 | \$46,500.00 |
| | | | |
| | | | |
| Project Total: | | 775 | \$46,500.00 |

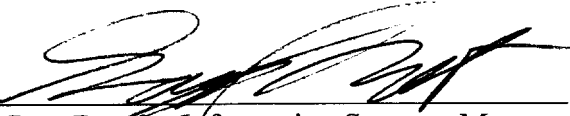
Approvals (Required Signatures):

The terms of this statement of work are acknowledged and accepted by:



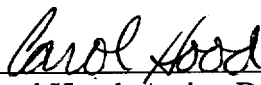
Robert Hays
Consultant

8-16-00
Date



Gary Renslo, Information Systems Manager
Information Technology, DMH

8/21/00
Date



Carol Hood, Acting Deputy Director
Systems of Care, DMH

8/23/00
Date



Glenn Kulm, Director
Santa Cruz County Mental Health

8/30/00
Date



Project Plan

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.

| <i>Activity</i> | <i>Tasks</i> | <i>Hours</i> |
|--|---|--------------|
| 1) Analysis & Design | <ul style="list-style-type: none">• Hold Analysis Design workgroup sessions• Gather Requirements (Interviews)• Prepare System Flow Diagrams• Identify External Interfaces• Assess Impact to Current System• Prepare Analysis & Design Specifications• Conduct Analysis & Design Walkthrough | 40 |
| 2) Program Development & Modifications | <ul style="list-style-type: none">• Develop Programs per Specifications• Develop Record Layout(s), for external interfaces• Create Unit Test Plan• Perform Unit Test• Prepare Program Documentation• Conduct Program Walkthrough | 620 |
| 3) Testing/Training | <ul style="list-style-type: none">• Create System Test Plan• Perform System Test• Prepare Test Results• Conduct Test Results Walkthrough• Conduct and continue ongoing Training and Knowledge Transfer Sessions. | 75 |
| 4) Implementation | <ul style="list-style-type: none">• Creation of Customer and Technical Documents• Establish Implementation Schedule | 20 |
| 5) Project Management | <ul style="list-style-type: none">• Conduct Status Meeting• Prepare Weekly Status Report• Prepare Detailed Work Plan• Track & Resolve Project Issues• Monitor Project Work Plan(s) | 20 |
| Total | | 775 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0077

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

FROM: Health Services Agency (Mental Health) (Dept.)
Ramakrishna (az) (Signature) 9/20/00 (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 Don Doty, Aspen Computer Solutions, 14813 Guadalupe, Rancho Murieta, CA 95683 (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 July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 172,000 through June 30, 2001 (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 AUD-74

Appropriations are available and have been encumbered. * Contract No. C001963-01 Date 9/20/00
* SUBJECT TO APPROVAL OF AUD -60
GARY A. KNUTSON, Auditor - Controller
BY Ronald J. Aiken 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: LSH (Analyst)

County Administrative Officer
By [Signature] Date 9/2/00

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 duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

**PERSONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

THIS CONTRACT is entered into this **1st** day of **July** 2000, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **Don Doty, Aspen Computer Solutions**, 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 of \$82.00. 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 July 1, 2000 until June 30, 2001.

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 CONTRACTORS insurance coverage and shall not contribute to it. 0079

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.

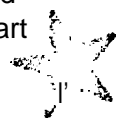
b. Other Insurance Provisions

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 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:
 - 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.

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
Health Services Administrator

CONTRACTOR

By: Don Doty
Don Doty
Aspen Computer Solutions
14813 Guadalupe Drive
Rancho Murieta, CA 95683

Telephone: (916) 654-5231
E-mail: doty@calweb.com

Tax ID number: 523-I 7-8693

Approved as to Insurances:

Patricia G. Bant 9/11/00
Liability Program Manager

Approved as to form:

Patricia G. Bant
Assistant County Counsel

Distribution:

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



Statement of Work
Don Doty, Aspen Computer Solutions
Professional Consulting Services For Technical Assistance

Scope of Services

Don Doty 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 County Cost and Financial Reporting System (CCR), Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Provider System (PRV), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), Information Technology Web Server (ITWS), County Decision Support System (DSS), information system analysis and modifications as required by the federal Health Insurance Portability and Accountability Act (HIPAA).

Consultant Task Description

Don Doty will deliver technical assistance under this contract. The DMH project manager(s) will provide project supervision to him. Don Doty will retain administrative responsibility for himself.

Assumptions:

1. Don Doty will work under the general direction of the DMH project manager(s). The work will be performed under the existing DMH IT 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 Don Doty 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. Don Doty 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 Don Doty.

See the following project plan for detailed 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 contract will be considered complete upon the first occurrence of:

- Don Doty 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 contract end date of June 30, 2001.

State Responsibilities

DMH will designate a project manager(s) to whom all state/county/vendor 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 Don Doty, DMH and county participants on these projects.
- With Don Doty, 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 Don Doty.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz county management.
- Acceptance of the completed project(s).

DMH will have the responsibility to provide:

- IT equipment, terminals, software and hardware necessary for Don Doty 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 IT 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 July 1, 2000 and complete on June 30, 2001.

Professional Fees/Payment Terms

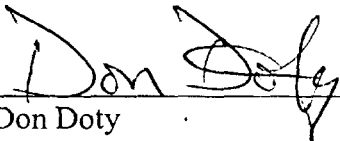
Don Doty, (Aspen Computer Solutions...) will invoice Santa Cruz county monthly for the hours expended on the contract. The estimated project cost summary for Don Doty consulting and technical assistance is as follows:

| Project Cost Summary | | | |
|-----------------------------|------------------------|--------------------------------------|---------------------------------|
| Classifications | Hourly Rate | Estimated Total Hours | Estimated Total Cost |
| Senior IT Consultant | \$86.00 | 2000 | \$172,000.00 |
| | | | |
| | | | |
| Project Total: | | 2000 | \$172,000.00 |



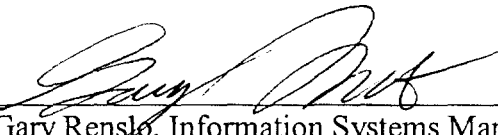
Approvals (Required Signatures)

The terms of this statement of work are acknowledged and accepted by:



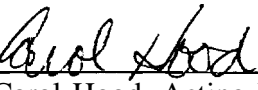
Don Doty
Consultant, Aspen Computer Solutions...

8/10/2000
Date




Gary Renslo, Information Systems Manager
Information Technology, DMH

8/10/2000
Date



Carol Hood, Acting Deputy Director
Systems of Care, DMH

8/25/00
Date



Glenn Kulm, Director
Santa Cruz County Mental Health

8/30/00
Date



Project Plan

The technical consultant shall assist Santa Cruz county and DMH with the following activities in accordance with the scope of services listed above. The County Cost and Financial Reporting System (CCR) development plan is described below. A phased approach was adopted to mitigate impact to the counties and to adhere to the mandated cost reporting timelines. Phase I is the conversion of the current manual CCR submission process to an automated electronic process that receives Excel or text cost report files, logs them, validates them, loads them to a database, and notifies county and DMH staff of their processing status. Phase II is the development of an online interface for viewing and entering cost report information by county and DMH staff. Phase III is the integration of the cost report information into a decision support warehouse for determining cost per unit of service. Other projects will follow a similar template 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"> • Hold Kickoff Meeting(s) • Gather Requirements (Interviews) • Prepare System Flow Diagrams • Identify External Interfaces • Conduct Risk Assessments • Assess Impact to Current System • Prepare Analysis & Design Specifications • Conduct Analysis & Design Walkthrough | 200 |
| 2) Program Development & Modifications | <ul style="list-style-type: none"> • Develop Programs per Specifications • Develop Record Layout(s), for input interfaces • Create Unit Test Plan • Perform Unit Test • Prepare Program Documentation • Conduct Program Walkthrough | 400 |
| 3) Testing/Training | <ul style="list-style-type: none"> • Create System Test Plan • Perform System Test • Prepare Test Results • Conduct Test Results Walkthrough • Conduct and continue ongoing Training and Knowledge Transfer Sessions. | 200 |
| 4) Implementation | <ul style="list-style-type: none"> • Preparation of documents Production Control and Data Guidance • Turnover Program Documentation | 100 |
| 5) Project Management | <ul style="list-style-type: none"> • Conduct Status Meeting • Prepare Weekly Status Report • Prepare Detailed Work Plan • Track & Resolve Project Issues • Monitor Project Work Plan(s) | 100 |
| 6) Other Projects and Tasks | <ul style="list-style-type: none"> • As defined and scheduled • Creation and development of these to follow System Development Life Cycle 'templates' as above | 1000 |
| Total | | 2000 |

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0087

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

FROM: Health Services Agency (Mental Health) (Dept.)
Rama Khalsa, ag (Signature) 9/20/00 (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, Tony Van Wolferen, P.O. Box 635, Penryn, CA 95663 (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 July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 63,050.00 through June 30, 2001 (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 AUD-74

Appropriations are available and have been encumbered.* Contract No. C001988-01 Date 9/20/00
* SUBJECT TO APPROVAL OF AUD-60
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Stur 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: Uly (Analyst) By Wh County Administrative Officer Date 9/26/00

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

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 duly 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 **1st day of July 2000**, 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. **COMPENSATION.** 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 July 1, 2000 until June 30, 2001.

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. 0089

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 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

7. EQUAL EMPLOYMENT OPPORTUNITY. 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.
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Statement of Work
Tony van Wolferen
Professional Consulting Services For Technical Assistance

Scope of Services

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: Short-Doyle/Medi-Cal System (SD/MC), Short-Doyle/Medi-Cal Explanation of Balances and Error Correction Report (EOB-ECR), Provider System (PRV), Therapeutic Behavioral Services (TBS), Inpatient Consolidation System (IPC), Medi-Cal Eligibility Database System (MEDS), New Institutions for Mental Disease (NIM), Information Technology Web Server (ITWS), County Decision Support System (DSS), information system analysis and modifications as required by the federal Health Insurance Portability and Accountability Act (HIPAA).

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 IT development environment. To the extent possible, existing technologies, methodologies, modules etc., will be leveraged and used to achieve the desired results.
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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 the following project plan for detailed 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 contract 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
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- upon reaching the contract end date of June 30, 2001.

State Responsibilities

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- 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.
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- Acceptance of the completed project(s).

DMH will have the responsibility to provide:

- IT 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 IT 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 July 1, 2000 and complete on June 30, 2001.

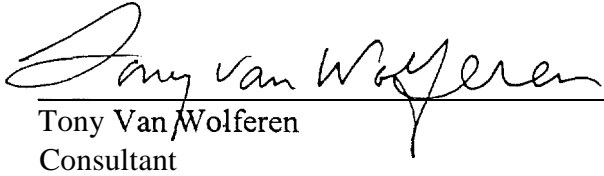
Professional Fees/Payment Terms

Tony Van Wblferen, 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:

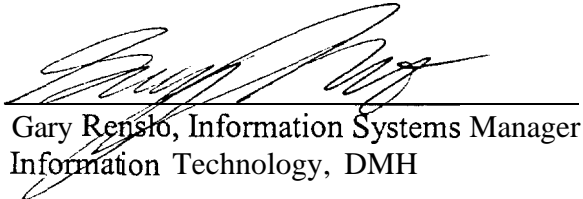
| Project Cost Summary | | | |
|----------------------|-------------|-----------------------|----------------------|
| Classifications | Hourly Rate | Estimated Total Hours | Estimated Total Cost |
| Consultant | \$65 .00 | 970 | \$63,050.00 |
| | | | |
| | | | |
| Project Total: | | | \$63,050.00 |

Approvals (Required Signatures)

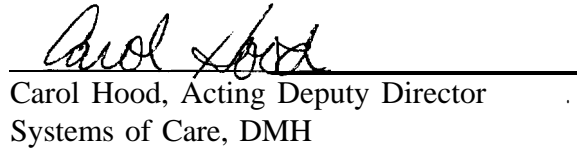
The terms of this statement of work are acknowledged and accepted by:


Tony Van Wolferen
Consultant

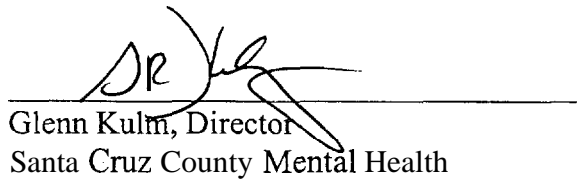
8/23/00
Date


Gary Renslo, Information Systems Manager
Information Technology, DMH

8/23/00
Date


Carol Hood, Acting Deputy Director
Systems of Care, DMH

8/25/00
Date


Glenn Kulm, Director
Santa Cruz County Mental Health

8/30/00
Date



Project Plan

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 the enhancement, modification and development of the Monthly MEDS Extract File (MMEF), NIM extract, IPC, SD/MC, TBS, CCR, county DSS, and HIPAA related system changes and county coordination. 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">• Lead Analysis and Design Workgroups• Gather Requirements (Interviews)• Prepare System Flow Diagrams• Identify External Interfaces• Assess Impact to Current System• Prepare Analysis & Design Specifications• Conduct Analysis & Design Walkthrough | 225 |
| 2) Program Development & Modifications | <ul style="list-style-type: none">• Develop Programs per Specifications• Develop Record Layout(s), JCL etc. for external interfaces• Create Unit Test Plan• Perform Unit Test• Prepare Program Documentation• Conduct Program Walkthrough | 370 |
| 3) Testing/Training | <ul style="list-style-type: none">• Create System Test Plan• Perform System Test• Prepare Test Results• Conduct Test Results Walkthrough• Conduct and Continue Ongoing Training and Knowledge Transfer Sessions. | 200 |
| 4) Implementation | <ul style="list-style-type: none">• Creation of Customer and Technical Documents• Establish Implementation Schedule | 100 |
| 5) Project Management | <ul style="list-style-type: none">• Conduct Status Meeting• Prepare Weekly Status Report• Prepare Detailed Work Plan• Track & Resolve Project Issues• Monitor Project Work Plan(s) | 75 |
| Total | | 970 |



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0097

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

FROM: Health Services Agency (Mental Health) (Dept.)
Rama Khalsa (ag) (Signature) 9/20/00 (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 raginmouse.com, 915 L Street, Suite 1235, Sacramento, CA 95814 (Name & Address)
raginmouse.com
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 July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 136,000 through June 30, 2001 (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 AUD-74

Appropriations are are not available and have been encumbered. Contract No. C002094-01 Date 9/20/00
* SUBJECT TO APPROVAL OF AUD -60
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silver 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).

County Administrative Officer

Remarks: CS (Analyst)

By CS Date 9/26/00

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

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 duly entered
in the minutes of said Board on _____ 19_____
By _____ Deputy Clerk

26

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY
PERSONAL SERVICES AGREEMENT
CONSULTANT SERVICES

THIS CONTRACT is entered into this **1st** day of July 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **ragingmouse.com**, 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 July 1, 2000 until June 30, 2001.
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. 0099

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 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: 0100

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.

0101

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
Health Services Administrator

CONTRACTOR

By: Tilford Patterson
Tilford Patterson, Account Manager
ragingmouse.com
915 L Street, Suite 1235
Sacramento, CA 95814

Telephone: (916) 325-1200
FAX: (916) 325-1208

Tax ID number: 94-3240340

Approved as to Insurances:

Catrina G. Burt 9/11/00
Liability Program Manager

Approved as to form:

[Signature]
Assistant County Counsel

Distribution:

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

Statement of Work
ragingmouse.com
(Formally known as Carnaghe and Gibbs Business Solutions Inc.)
Professional Consulting Services

Scope of Services Within

ragingmouse.com 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), the County Decision Support System (DSS),), information system analysis and modifications as required by the federal Health Insurance Portability and Accountability Act (HIPAA).

Consultant Task Description

ragingmouse.com will deliver technical assistance under this contract. The DMH project manager(s) will provide project supervision to consultants. ragingmouse.com will retain administrative responsibility for consultants.

Assumptions

1. ragingmouse.com will work under the general direction of the DMH project manager(s). The work will be performed under the existing DMH IT 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 ragingmouse.com 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 consultants 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. ragingmouse.com 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 ragingmouse.com.

See the following project plan for detailed task descriptions.

Deliverables

- Weekly Status Report to DMH
- 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 contract will be considered complete upon the **first** occurrence of:

- ragingmouse.com 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 contract end date of June 30, 2001.

State Responsibilities

DMH will designate a project manager(s) to whom all state/county/vendor 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 ragingmouse.com, DMH and county participants on these projects.
- With ragingmouse.com, 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 ragingmouse.com.
- Authorizing all changes in project functionality, cost and **timeline** with approval from DMH County Services and Santa Cruz County management.
- Acceptance of the completed project(s).

DMH will have the responsibility to provide:

- IT equipment, terminals, software and hardware necessary for ragingmouse.com 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 IT 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 July 1, 2000 and complete on June 30, 2001.

Professional Fees/Payment Terms

ragingmouse.com will invoice DMH monthly for the hours expended on the contract. The estimated project cost summary for ragingmouse.com consulting and technical assistance is as follows:

| Project Cost Summary | | | |
|--|---|-----------------------|-----------------------|
| Classifications | Hourly Rate | Estimated Total Hours | Estimated Total Cost |
| <ul style="list-style-type: none"> Various Senior level specialists including those skilled in: Visual Basic, Access, SQL, ASP/HTML, Web Graphics | up to \$100.00 #es. 00 | 1360 | up to \$136,000.00 |
| Project Total: | | 1360 | \$136,000.00 |

Project Plan

ragingmouse.com shall assist DMH with the following activities for the Santa Cruz County information systems projects 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 and DMH 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> |
|-------------------------------------|---|--------------|
| Analysis & Design | <input type="checkbox"/> Hold Analysis and Design workgroup session <input type="checkbox"/> Gather Requirements (Interviews) <input type="checkbox"/> Prepare System Flow Diagrams <input type="checkbox"/> Identify External Interfaces <input type="checkbox"/> Assess Impact to Current System <input type="checkbox"/> Prepare Analysis & Design Specifications <input type="checkbox"/> Conduct Analysis & Design Walkthrough | 330 |
| Program Development & Modifications | <input type="checkbox"/> Develop Programs per Specifications <input type="checkbox"/> Develop Record Layout(s) for external interfaces <input type="checkbox"/> Create Unit Test Plan <input type="checkbox"/> Perform Unit Test <input type="checkbox"/> Prepare Program Documentation <input type="checkbox"/> Conduct Program Walkthrough | 650 |
| Testing/Training | <input type="checkbox"/> Create System Test Plan <input type="checkbox"/> Perform System Test <input type="checkbox"/> Prepare Test Results <input type="checkbox"/> Conduct Test Results Walkthrough <input type="checkbox"/> Conduct and continue ongoing Training and Knowledge Transfer Sessions. | 200 |
| Implementation | <input type="checkbox"/> Preparation of documents for Installation and Maintenance | 80 |
| Project Management | <input type="checkbox"/> Conduct Status Meeting <input type="checkbox"/> Prepare Weekly Status Report <input type="checkbox"/> Prepare Detailed Work Plan <input type="checkbox"/> Track & Resolve Project Issues <input type="checkbox"/> Monitor Project Work Plan(s) | 100 |
| Total | | 1360 |

Approval Required Signatures)

The terms of this statement of work are acknowledged and accepted by:

Tilford Patterson

Angelina Hopoate
Tilford Patterson, Account Manager
ragingmouse.com

8.23.00
Date

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

8/23/00
Date

Carol Hood
Carol Hood, Acting Deputy Director
Systems of Care, DMH

8/25/00
Date

Glenn Kuhn
Glenn Kuhn, Director
Santa Cruz County Mental Health

8/30/00
Date



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0107

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

FROM: Health Services Agency (Mental Health) (Dept.)
Ramathalsafog (Signature) 9/20/00 (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 David Garske, 1113 Anderson Ct., Placerville, CA 95667 (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 July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 91,000 through June 30, 2001 (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 AUD-74

Appropriations are not available and have been encumbered. * Contract No. C001990-01 Date 9/20/00
* SUBJECT TO APPROVAL OF AUD-60
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: GB (Analyst) BY ER Silva County Administrative Officer Date 9/26/00

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.

ADM - 29 (6/95)

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 and for day entered in the minutes of said Board on _____ 19_____.
County Administrative Officer
Deputy Clerk

26

SANTA CRUZ COUNTY HEALTH SERVICES AGENCY

**PERSONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

THIS CONTRACT is entered into this **1st day of July 2000**, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called **COUNTY**, and **David Garske**, 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 of \$55.00. 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 July 1, 2000 until June 30, 2001.

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. 0109

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 ____ I ____.

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 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:
- 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. 0111

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
Health Services Administrator

CONTRACTOR

By: _____
David Garske
1113 Anderson Court
Placerville, CA 95667

Telephone: (530) 409-2990

E-mail: dgarske@ns.net

Tax ID number: 602-58-7239

Approved as to Insurances:

Latricia G. Burt 9/11/00
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

Statement of Work
David Garske
Professional Consulting Services For Technical Assistance

Scope of Services

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 Information Technology Web Services (ITWS) Internet site, County Cost Reporting (CCR) system, Short-Doyle Medi-Cal (SD/MC) system, information system analysis and modifications as required by the federal Health Insurance Portability and Accountability Act (HIPAA).

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 IT 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 the following project plan for detailed 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 contract 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 contract end date of June 30, 2001.

State Responsibilities

DMH will designate a project manager(s) to whom all state/county/vendor 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.
- Authorizing all changes in project functionality, cost and timeline with approval from DMH County Services and Santa Cruz county management.
- Acceptance of the completed project(s).

DMH will have the responsibility to provide:

- IT 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 IT 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 July 1, 2000 and complete on June 30, 2001.

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 |
| Active Server Pages (ASP) Specialist | \$65.00 | 1400 | \$91,000.00 |
| | | | |
| | | | |
| Project Total: | | 1400 | \$91,000.00 |



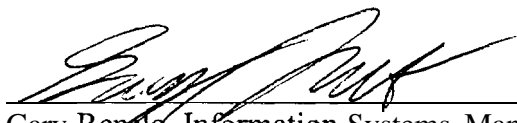
Approvals (Required Signatures)

The terms of this statement of work are acknowledged and accepted by:



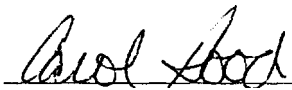
David Garske
Consultant

8/23/00
Date



Gary Renslo, Information Systems Manager
Information Technology, DMH

8/21/00
Date



Carol Hood, Acting Deputy Director
Systems of Care, DMH

8/25/00
Date



Glenn Kulm, Director
Santa Cruz County Mental Health

8/30/00
Date



Project Plan

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 an Internet application that enables counties to securely receive, send and access mental health system operational and decision support information and system documentation. Other projects will follow a similar template 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">• Hold Analysis and Design workgroup sessions• Gather Requirements (Interviews)• Prepare System Flow Diagrams• Identify External Interfaces• Assess Impact to Current System• Prepare Analysis & Design Specifications• Conduct Analysis & Design Walkthrough | 60 |
| 2) Program Development & Modifications | <ul style="list-style-type: none">• Develop Programs per Specifications• Create Unit Test Plan• Perform Unit Test• Prepare Program Documentation• Conduct Program Walkthrough | 500 |
| 3) Testing/Training | <ul style="list-style-type: none">• Create System Test Plan• Perform System Test• Prepare Test Results• Conduct Test Results Walkthrough• Conduct and continue ongoing Training and Knowledge Transfer Sessions. | 80 |
| 4) Implementation | <ul style="list-style-type: none">• Creation of Customer and Technical Documents• Establish Implementation Schedule | 80 |
| 5) Project Management | <ul style="list-style-type: none">• Conduct Status Meeting• Prepare Weekly Status Report• Prepare Detailed Work Plan• Track & Resolve Project Issues• Monitor Project Work Plan(s) | 30 |
| 6) Other Projects and Tasks | <ul style="list-style-type: none">• As defined and scheduled• Creation and development of these to follow System Development Life Cycle 'templates' as above | 650 |
| Total | | 1400 |