

Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Health Services (DHCS) the services described herein.

CMS Net is a multi-tiered, secure, public domain system that provides online access to health care professionals, case managers, and administrators in regional and statewide county offices. CMS Net users manage a variety of information for medical case management, including patient eligibility and records, service provider authorizations, and system reporting. In 1992, CMS Net was implemented in State regional offices and several county programs. Since then it has expanded to three regional offices, 58 counties, and more than 2,500 users.

The Contractor will provide technical support and maintenance services to the CMS Net applications.

2. Service Location

The services shall be performed at 1515 K Street Ste. 400, Sacramento, CA 95814

3. Service Hours

The onsite location services shall be provided during normal working hours, 7:00 AM to 5:00 PM Monday through Friday and pre-designated after hours.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

<p>Department of Health Care Services Contract Manager: Brian Kentera CMS IT Section P.O. Box 997413 MS8100 Sacramento, CA 95899-7413 Telephone: (916) 327-2363 Fax: (916) 327-0997 Email: Brian.Kentera@dhcs.ca.gov</p>	<p>Contractor's Name [To Be Determined] [Name of Contractor's Contract Manager] [TBD] Telephone: (XXX) XXX-XXXX [TBD] Fax: (XXX) XXX-XXXX [TBD] Email: [TBD]</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Attention: Brian Kentera CMS IT Section P.O. Box 997413 MS8100 Sacramento, CA 95899-7413</p> <p>Telephone: (916) 327-2363 Fax: (916) 327-0997 Email: Brian.Kentera@dhcs.ca.gov</p>	<p>Contractor's Name [TBD] Section or Unit Name, if applicable [TBD]</p> <p>Name: [TBD] Street address [TBD] P.O. Box Number [TBD] City, State Zip Code [TBD]</p> <p>Telephone: [TBD] Fax: [TBD] Email: [TBD]</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

- A. Provide technical support and application maintenance services for the CMS Net system under the direction of the CMS Information Systems Unit. System Maintenance includes both system “fixes” and maintenance activities that are required to support this DHCS mission critical system. The Contractor shall be required to support all changes to the CMS Net system resulting from these system “fixes” and program policy changes. The scope of these services will include:
 - 1. Incident Reports (IR) – A formal document issued by the CMS when a system problem is identified and determined to impact the integrity of the application or the data. Typically an IR requires less then 30 hrs to develop.
 - 2. Data Repair (DR) – A formal document issued by the CMS when data corruption occurs and is determined to impact the integrity of the application or a client’s record.
 - 3. Change Requests (CR) – A formal document issued by the CMS when a formal change is required due to policy or program.
 - 4. System Maintenance Change Requests (SMCR) – A formal request issued by the CMS to modify the system or fix the source of a system problem and is estimated to take longer than 30 hrs to develop.
 - 5. Changes to CMS Net resulting from compliance with HIPAA or State and Federal Statute.

- B. Provide system operations support including system capacity/performance monitoring. The scope of this system operation services shall including but not limited to:
 - 1. Work specified in the Performance Service Level Agreement (Attachment 5)
 - 2. Maintaining of backup and recovery processes
 - 3. Required system capacity/performance monitoring
 - 4. Required technical support/monitoring administration
 - 5. Meet system availability requirements

- C. Provide CMS Net help desk support for counties, service providers and DHCS staff between the hours of 7:00 AM to 5:00 PM, responding to questions, providing system navigation assistance and documenting system problems. As first line of contact the Contractor shall: identify, analyze, document and communicate system problems using DHCS’s approved call action request software, BMC Remedy IT Service Management Suite.
- D. Support CCS/GHPP program policy by researching policy documentation and maintain familiarity with program policies updates, resources and contacts. Analyze and refer users to appropriate numbered program letters or other relevant policy documentation.
- E. Maintain CMS Net System User manuals, training curriculum and reference material.
- F. Respond to requests from CMS for unscheduled CMS Net support services on a priority basis. Response time begins when the State leaves a voice mail or text message, or when contact is made by phone. “Respond” is defined as one of the Contractor’s technical staff who is assigned to provide system maintenance and/or operational support contacting appropriate CMS Net staff and initiating a plan for problem resolution. The Contractor’s full protocol for responding shall be established by the State CMS IT Management at start of this contract period.
- G. Response times for each level are predicated on the system being available to the users from 6 a.m. to 8 p.m. Monday through Friday, and on Saturday from 7 a.m. to 5 p.m. These hours are defined as the CMS Net system “Production Hours” which represent CMS Net System availability during normal business days and hours, excluding CMS Net designated holidays.
- H. Comply with the response times listed in the table below and provide a list of contacts as appropriate for notification.

Priority	Description	Response time
I	System Inoperable	1 hour during CMS Net System production hours. 4 hours during non-CMS Net System production hours.
II	Module Errors	4 hours (If the Contractor is notified after 1 p.m., the response shall be required by 7 a.m. the next CMS Net System normal business day. A “Module Error” is defined as not a major impact on the user community.

- I. For each SMCR, the Contractor shall use the following procedures:
 1. Meet with CMS Net staff to discuss and agree on the work to be performed, the approach and methods to be used and estimate of the hours required to complete the SMCR.
 2. Prepare a clear written description of the problem, the proposed solution, and the estimate of hours to implement the solution, and submit both to CMS Net staff for approval and signature.
 3. Upon approval of the written work estimate, meet with CMS Net staff and present a prototype walkthrough of the solution, including technical specifications and test scenarios, for approval and signature.
 4. Upon approval of the prototype and technical specifications, proceed with coding, unit and integration testing, user acceptance testing, and updating of system documentation, including training materials and user manuals.
 5. Include SMCR progress updates in the weekly status meeting with State staff.
 6. Following SMCR final testing and implementation, CMS Net staff will review the results to ascertain whether the work is complete, and will approve the completed work accordingly.
- J. The Contractor(s) shall be available outside of normal working hours, including one or more Saturdays each month, for regular monthly change cycle updates to be performed by the CMS Net Primary Contractor. Change cycle dates will be designated by the State staff.
- K. As part of the monthly change cycle, the primary CMS Net Contractor shall develop, maintain, and execute a Release Management Plan (RMP) to control the introduction of new or modified system updates into the production environment. Any software released outside this schedule will be an exception release. The RMP will be approved by the State staff and shall describe in detail how the development team will meet the change cycle requirements.
- L. The Contractor shall document all source code changes to CMS Net applications and maintain current version control system within all CMS Net environments. Maintain an accurate history of change cycle release notes. Maintain existing CMS Net reference and user manuals to reflect system changes under the contract.
- M. The Contractor shall recommend system changes to improve the maintainability of the legacy software components or improve system performance using structured MUMPS/Cache programming techniques and implementing industry best practices.
- N. The Contractor shall restructure large complex program units into smaller, less complex units using external tables for easier maintenance. Convert legacy data structures to new Cache database object classes. Design and implement SQL statements to access data elements within the new architecture. Identify problems with existing code and recommend improvements.

O. Recommended staffing for M&O:

1 - Technical Lead
2 - Senior Software Developer - Intersystems Cache' / MUMPS
1 - Senior Software Developer - browser based technology
2 – Staff Software Developers - browser based technology
3 - Information Systems Analyst / Help Desk Analyst

P. Responsibility of Parties

1. Contractor

- a. Work on-site during the regular business week between the hours of 7:00 AM to 5:00PM.
- b. Be available to work extended hours or possibly off-site in the event of a disaster within the State of California.
- c. The Contractor must be available by cell phone or pager during non-business hours: Monday through Friday, 5:01 PM to 6:59 AM and all day Saturdays, Sundays and State holidays.
- d. Always use the DHCS resources assigned to you appropriately, such as remote access, email, Internet access, etc. and abide by the Department’s computer use agreements and information security policies.
- e. Attend, on State paid time, required training by Information Security Officer, Office of Civil Rights, and Office of HIPAA Compliance.
- f. Comply with all other DHCS policies and standards.

2. State

- a. Provide overall management and task direction to contract staff.
- b. Serve as the interface between the Contractor and DHCS
- c. Help resolve and escalate issues.
- d. Review and approve all work products.
- e. Notify Contractor of any change in work plan scope.
- f. Provide facilities for meetings.
- g. Make available appropriate staffs for achieving tasks associated with the contract by providing timely access to subject matter experts.
- h. Provide work station equipment, necessary software, and office space.
- i. Obtain security clearance to provide contractor access to the building during normal business hours and beyond business hours as necessary.
- j. Review and approve time sheets.

6. Performance Evaluation

- A. The Contractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
1. Whether the Contracted work or services were completed as specified in the Agreement, and reasons for an amount of any cost overruns.
 2. Whether the Contracted work or services met the quality standards specified in the Agreement.
 3. Whether the Contractor fulfilled all requirements of the Agreement.
 4. Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- B. The evaluation of the Contractor shall not be a public record.

1. Progress Reports or Meetings

- A. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- B. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

2. Unanticipated Tasks

- A. In the event unanticipated or additional work must be performed that is not identified in DHCS' RFO or in the Respondent's Statement of Work, but in DHCS' opinion is necessary to successfully accomplish the project goals, DHCS will initiate a contract amendment to add that work. The wage rate applicable to the appropriate classification (i.e., Unanticipated Cost category covering variable classifications) and/or other expenses appearing in the Respondent's Cost Worksheet Form will apply to any additional work and/or term extension.