

1                                    AGREEMENT FOR PROVISION OF  
2                                    «JOB\_TITLE» SERVICES  
3                                    BETWEEN  
4                                    COUNTY OF ORANGE  
5                                    AND  
6                                    «NAME1»

7                                    SEPTEMBER 29, 2021 THROUGH SEPTEMBER 28, 2022

8  
9            THIS AGREEMENT entered into this 29th day of September 2021 (effective date), which date is  
10 enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY)  
11 and «NAME1» (CONTRACT EMPLOYEE). COUNTY and CONTRACT EMPLOYEE may sometimes  
12 be referred to herein individually as "Party" or collectively as "Parties". This Agreement shall be  
13 administered by the Director of the COUNTY's Health Care Agency or an authorized designee  
14 (ADMINISTRATOR).

15  
16                                    W I T N E S S E T H :  
17

18            WHEREAS, COUNTY wishes to contract with CONTRACT EMPLOYEE for the provision of  
19 «JOB\_TITLE» Services described herein to the residents of Orange County; and

20            WHEREAS, CONTRACT EMPLOYEE is agreeable to the rendering of such services on the terms  
21 and conditions hereinafter set forth;

22            NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** September 29, 2021 through September 28, 2022

**Notices to COUNTY and CONTRACT EMPLOYEE:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701

**CONTRACT EMPLOYEE:** «NAME2»  
«ADDRESS»  
«CITYSTATEZIP»

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

A. ARRA	American Recovery and Reinvestment Act
B. ASRS	Alcohol and Drug Programs Reporting System
C. CCC	California Civil Code
D. CCR	California Code of Regulations
E. CEO	County Executive Office
F. CFR	Code of Federal Regulations
G. CHPP	COUNTY HIPAA Policies and Procedures
H. CHS	Correctional Health Services
I. COI	Certificate of Insurance
J. D/MC	Drug/Medi-Cal
K. DHCS	Department of Health Care Services
L. DPFS	Drug Program Fiscal Systems
M. DRS	Designated Record Set
N. ePHI	Electronic Protected Health Information
O. GAAP	Generally Accepted Accounting Principles
P. HCA	Health Care Agency
Q. HHS	Health and Human Services
R. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
S. HSC	California Health and Safety Code
T. ISO	Insurance Services Office
U. MHP	Mental Health Plan
V. OCJS	Orange County Jail System
W. OCPD	Orange County Probation Department
X. OCR	Office for Civil Rights
Y. OCSD	Orange County Sheriff's Department
Z. OIG	Office of Inspector General
AA. OMB	Office of Management and Budget
AB. OPM	Office of Personnel Management
AC. PA DSS	Payment Application Data Security Standard
AD. PC	State of California Penal Code
AE. PCI DSS	Payment Card Industry Data Security Standard
AF. PHI	Protected Health Information
AG. PII	Personally Identifiable Information

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. HITECH Act	The Health Information Technology for Economic and Clinical Health
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL. WIC	State of California Welfare and Institutions Code

## 7

## 8 **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibits A and B attached hereto and incorporated herein, fully  
10 expresses the complete understanding of COUNTY and CONTRACT EMPLOYEE with respect to the  
11 subject matter of this Agreement.

12 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of  
13 this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees  
14 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has  
15 been formally approved and executed by both Parties.

## 16

## 17 **III. COMPLIANCE**

18 A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring  
19 adherence to all rules and regulations related to federal and state health care programs.

20 B. ADMINISTRATOR shall ensure that CONTRACT EMPLOYEE is made aware of the policies  
21 and procedures relating to ADMINISTRATOR'S Compliance Program.

22 C. ADMINISTRATOR has developed a Code of Conduct for adherence by all of  
23 ADMINISTRATOR's employees and contract providers. CONTRACT EMPLOYEE shall acknowledge  
24 the receipt of the Code of Conduct within thirty (30) calendar days of employment and shall be required  
25 to adhere to said Code of Conduct.

26 D. CONTRACT EMPLOYEE shall comply with the United States Department of Health and Human  
27 Services OIG requirements related to eligibility for participation in federal and state health care programs.

28 1. CONTRACT EMPLOYEE affirmatively asserts that they are not Ineligible Persons as  
29 defined hereunder.

30 2. CONTRACT EMPLOYEE further acknowledges that ADMINISTRATOR shall review, at  
31 least monthly, all individual CONTRACT EMPLOYEES for eligibility against the General Services  
32 Administration's Excluded Parties List System or System for Award Management, the Office of Inspector  
33 General's List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible  
34 Provider List respectively to ensure that Ineligible Persons are not employed or retained to provide  
35 services related to this Agreement.

36 3. Ineligible Persons may include both entities and individuals and are defined as any individual  
37 or entity who:

1 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal  
2 and state health care programs; or

3 b. has been convicted of a criminal offense related to the provision of health care items or  
4 services and has not been reinstated in the federal and state health care programs after a period of  
5 exclusion, suspension, debarment, or ineligibility.

6 4. CONTRACT EMPLOYEE acknowledges that Ineligible Persons are precluded from  
7 providing federally and state funded health care services by contract with COUNTY in the event that they  
8 are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
9 CONTRACT EMPLOYEE shall notify COUNTY immediately if CONTRACT EMPLOYEE becomes  
10 an Ineligible Person. COUNTY shall terminate this Agreement immediately in the event that  
11 CONTRACT EMPLOYEE is identified as an Ineligible Person during the term of this Agreement.

12 E. COMPLIANCE TRAININGS – ADMINISTRATOR will provide, and CONTRACT  
13 EMPLOYEE shall complete, General Compliance Training and Specialized Provider Training, if  
14 applicable, within thirty (30) calendar days of employment as well as training provided on an annual basis.

15 F. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

16 1. CONTRACT EMPLOYEE shall take reasonable precaution to ensure that the coding of  
17 health care claims and billing for same are prepared and submitted in an accurate and timely manner and  
18 are consistent with federal, state and county laws and regulations. This includes compliance with federal  
19 and state health care program regulations and procedures or instructions otherwise communicated by  
20 regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

21 2. CONTRACT EMPLOYEE shall not submit any false, fraudulent, inaccurate and/or fictitious  
22 claims for payment or reimbursement of any kind.

23 3. CONTRACT EMPLOYEE shall bill only for eligible services actually rendered and fully  
24 documented. When such services are coded, CONTRACT EMPLOYEE shall use proper billing codes  
25 which accurately describe the services rendered and must ensure compliance with all billing and  
26 documentation requirements.

27 4. CONTRACT EMPLOYEE shall immediately notify ADMINISTRATOR when  
28 CONTRACT EMPLOYEE becomes aware of errors in the coding or billing of claims.

29 5. CONTRACT EMPLOYEE shall cooperate with compliance investigations and correct any  
30 problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

31 G. Unless otherwise specified in this Agreement and in accordance with the Termination Paragraph  
32 of this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice  
33 if CONTRACT EMPLOYEE fails to perform any of the terms of this Compliance Paragraph. At  
34 ADMINISTRATOR's sole discretion, CONTRACT EMPLOYEE may be allowed up to thirty (30)  
35 calendar days for corrective action.

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#### **IV. CONFIDENTIALITY**

A. CONTRACT EMPLOYEE shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal and state codes and regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, CONTRACT EMPLOYEE shall agree, in writing, with ADMINISTRATOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services.

#### **V. CONFLICT OF INTEREST**

A. The Parties hereto acknowledge that CONTRACT EMPLOYEE may be affiliated with one or more organizations or professional practices located in Orange County. CONTRACT EMPLOYEE therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, CONTRACT EMPLOYEE shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.

B. CONTRACT EMPLOYEE shall annually submit an Outside Employment and/or Other Affiliation Statement to their supervisor.

#### **VI. DELEGATION AND ASSIGNMENT**

CONTRACT EMPLOYEE shall personally provide the services specified in this Agreement and may not delegate or assign the rights or obligations hereunder, either in whole or in part. Any attempted assignment or delegation in derogation of this paragraph shall be cause for termination of this Agreement.

#### **VII. INDEMNIFICATION**

COUNTY agrees to indemnify and defend CONTRACT EMPLOYEE from any and all claims resulting from acts or omissions of CONTRACT EMPLOYEE while acting pursuant to the terms of this Agreement, and to hold CONTRACT EMPLOYEE harmless as to any third parties for any act thus indemnified.

#### **VIII. LICENSES AND LAWS**

A. CONTRACT EMPLOYEE shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United



1 States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACT  
2 EMPLOYEE shall notify ADMINISTRATOR immediately and in writing of his/her inability to obtain or  
3 maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates,  
4 accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement  
5 in the COUNTY's sole discretion.

6 B. If CONTRACT EMPLOYEE provides treatment and bills for services to Medi-Cal eligible  
7 Clients, CONTRACT EMPLOYEE shall at all times be capable and authorized by the state of California  
8 to do so while working under the terms of this Agreement.

#### 9 10 **IX. NONDISCRIMINATION**

11 The CONTRACT EMPLOYEE shall not discriminate in the provision of services, the allocation of  
12 benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin,  
13 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,  
14 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in  
15 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688;  
16 Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC  
17 §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR, and Title II of the  
18 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other  
19 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
20 regulations, as all may now exist or be hereafter amended or changed.

#### 21 22 **X. NOTICES**

23 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
24 authorized or required by this Agreement shall be effective:

25 1. When written and deposited in the United States mail, first class postage prepaid and  
26 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
27 by ADMINISTRATOR;

28 2. When faxed, transmission confirmed;

29 3. When sent by Email; or

30 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,  
31 or any other expedited delivery service.

32 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this  
33 Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
34 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
35 Parcel Service, or any other expedited delivery service.

36 C. CONTRACT EMPLOYEE shall notify ADMINISTRATOR, in writing, within twenty-four (24)  
37 hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability.



1 Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
2 damage to any COUNTY property in possession of CONTRACT EMPLOYEE. Any CONTRACT  
3 EMPLOYEE providing services to custody patients shall provide a copy of such written notification to  
4 the Sheriff of Orange County or designee.

5 D. CONTRACT EMPLOYEE shall also notify ADMINISTRATOR, in writing, within twenty-four  
6 (24) hours of becoming aware of any formal complaint filed with the applicable State Licensing Board or  
7 any County Clerk's Office regarding CONTRACT EMPLOYEE and the nature of the complaint.  
8 CONTRACT EMPLOYEES, who are physicians, shall also notify ADMININSTRATOR of any past or  
9 pending action against CONTRACT EMPLOYEE by any State Medical Board.

10 E. CONTRACT EMPLOYEE shall give written notice to ADMINISTRATOR of any defective  
11 equipment, dangerous or deteriorating conditions of the premises, poor quality of supplies or services  
12 actually known to CONTRACT EMPLOYEE.

13 F. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
14 ADMINISTRATOR.

#### 15 16 **XI. RESEARCH AND PUBLICATION**

17 CONTRACT EMPLOYEE shall not utilize information and/or data received from COUNTY, or  
18 arising out of, or developed, as a result of this Agreement for any purpose other than for the performance  
19 of services required under this Agreement.

#### 20 21 **XII. RETIREMENT PLAN**

22 A. COUNTY shall enroll eligible CONTRACT EMPLOYEE in an appropriate County of Orange  
23 tax-deferred compensation plan. CONTRACT EMPLOYEE will have a fixed employee contribution of  
24 7.5% of compensation. This contribution is deducted from each regular paycheck on a pre-tax basis and  
25 is in lieu of Old Age, Survivors, and Disability Insurance contributions.

26 B. If CONTRACT EMPLOYEE meets the membership eligibility requirements of the Orange  
27 County Employees Retirement System (OCERS), as described in the Exhibit B, CONTRACT  
28 EMPLOYEE will automatically be enrolled in and participate at contribution rates defined by OCERS.

#### 29 30 **XIII. SEVERABILITY**

31 If a court of competent jurisdiction declares any provision of this Agreement or application thereof to  
32 any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal,  
33 state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the  
34 application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full  
35 force and effect, and to that extent the provisions of this Agreement are severable.

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**XIV. TERM**

A. This specific Agreement with CONTRACT EMPLOYEE is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement. CONTRACT EMPLOYEE shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

**XV. TERMINATION**

A. Either Party may terminate this Agreement immediately, without cause, upon written notice given the other Party.

**B. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a. The continued availability of federal, state, and county funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement immediately upon written notice given CONTRACT EMPLOYEE.

C. After receiving a Notice of Termination CONTRACT EMPLOYEE shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.

2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

D. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

**XVI. WAIVER OF DEFAULT OR BREACH**

Waiver by COUNTY of any default by CONTRACT EMPLOYEE shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACT EMPLOYEE of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by

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COUNTY of any default or any breach by CONTRACT EMPLOYEE shall not be considered a  
modification of the terms of this Agreement.

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1 IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange, State  
2 of California.

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4 «JOB\_TITLE»

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
8 «NAME1»

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14 COUNTY OF ORANGE

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17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
18 HEALTH CARE AGENCY

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22  
23 APPROVED AS TO FORM  
24 OFFICE OF THE COUNTY COUNSEL  
25 ORANGE COUNTY, CALIFORNIA  
26

27  
28 BY:  \_\_\_\_\_ DATED: 7/20/2021  
29 9713A4061D4343D...  
30 DEPUTY

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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or  
36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or  
37 by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature  
alone is required by ADMINISTRATOR.

EXHIBIT A  
TO AGREEMENT WITH  
«NAME1»  
«JOB\_TITLE»  
SEPTEMBER 29, 2021 THROUGH SEPTEMBER 28, 2022

**I. PAYMENTS**

A. For services provided in accordance with the terms of this Agreement, COUNTY shall pay CONTRACT EMPLOYEE biweekly, in arrears, at the following flat rate:

«JOB\_TITLE»,  
«CLASSIFICATION»  
\$«RATE» per hour

B. CONTRACT EMPLOYEE shall personally provide the services specified in this Agreement in accordance with a schedule of assigned hours prepared by ADMINISTRATOR, which may be adjusted by ADMINISTRATOR from time to time.

C. COUNTY may alter the hourly rate by action of the Board of Supervisors effective thirty (30) days after notice to CONTRACT EMPLOYEE.

D. In addition to the hourly rate specified above and, when required by CONTRACT EMPLOYEE's assignment, ADMINISTRATOR may, at its sole discretion, authorize supplemental pay of \$1.00 per hour for bilingual services. The determination of whether an assignment requires bilingual services and whether the employee is qualified to receive bilingual pay shall be made solely by ADMINISTRATOR.

E. COUNTY shall compensate «JOB\_TITLE» with a Night Shift differential rate of \$2.25 per hour in addition to the hourly rate specified in Subparagraph I.A. of this Exhibit A to the Agreement for each hour «JOB\_TITLE» actually works on an assigned Night Shift. For the purposes of this paragraph, Night Shift shall mean an assigned work shift of seven (7) consecutive hours or more which includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime which is worked as an extension of an assigned day shift shall not qualify CONTRACT EMPLOYEE for Night Shift differential.

F. COUNTY shall pay CONTRACT EMPLOYEE at one-fourth (1/4) of CONTRACT EMPLOYEE's basic hourly rate for On-Call Services for the entire period of such assignment when such assignment is at the direction and specific request of ADMINISTRATOR or designee.

G. All claims by CONTRACT EMPLOYEE must be supported by time sheets and any other documents required by COUNTY's Auditor-Controller. All payments are subject to applicable federal, state, and local withholding taxes.

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1 H. TRAVEL

2 1. COUNTY shall reimburse CONTRACT EMPLOYEE for appropriate and reasonable travel  
3 expenses which are required in the performance of duties under this Agreement approved, in advance and  
4 in writing, by ADMINISTRATOR. CONTRACT EMPLOYEE shall provide supporting documentation  
5 in the form required by COUNTY's Auditor-Controller when requesting travel reimbursement.

6 2. COUNTY shall reimburse CONTRACT EMPLOYEE at the mileage rate set by the Internal  
7 Revenue Service for the business use of an automobile as provided by the COUNTY's Auditor Controller  
8 which is approved by ADMINISTRATOR.

9 I. CONTRACT EMPLOYEE shall not claim reimbursement for services provided beyond the  
10 expiration and/or termination of this Agreement, except as may otherwise be provided for under this  
11 Agreement.

12 J. COUNTY shall comply with the provisions of the Healthy Workplaces, Healthy Families Act of  
13 2014 (AB 1522) effective July 1, 2015. CONTRACT EMPLOYEE's working for 30 or more days within  
14 a year from the commencement of employment are entitled to paid sick days, to be accrued at a rate of no  
15 less than one hour for every 30 hours worked. CONTRACT EMPLOYEE is entitled to use accrued sick  
16 leave beginning on the pay period after it is accrued. CONTRACT EMPLOYEE use of paid sick days is  
17 limited to 24 hours or 3 days in each year of employment. Accrued paid sick leave may be carried over to  
18 the next year and is capped at 48 hours.

19 K. COUNTY shall comply with the provisions of the Patient Protection and Affordable Care Act  
20 (ACA) (P.L. 111-148). A CONTRACT EMPLOYEE working an average of 30 or more hours per week  
21 and measuring as a Full Time Employee under the eligibility requirements of the ACA will at the time  
22 designated under the ACA, be offered the option of participating in a COUNTY managed health insurance  
23 plan meeting ACA requirements effective January 1, 2016 and thereafter. Coverage is optional for both  
24 the CONTRACT EMPLOYEE and qualified dependents. If CONTRACT EMPLOYEE elects to  
25 participate in a COUNTY managed health insurance plan, CONTRACT EMPLOYEE will be responsible  
26 for a share of cost as applicable to the selected COUNTY managed health insurance plan.

27  
28 **II. SERVICES**

29 A. CONTRACT EMPLOYEE is employed as a «JOB\_TITLE» under the terms of this Agreement.  
30 CONTRACT EMPLOYEE agrees that, to the best of his/her ability and experience, he/she shall perform  
31 in accordance with the contract, all of the duties and obligations required by the terms of this Agreement.

32 B. CONTRACT EMPLOYEE shall:

33 1. Personally provide the services required of him/her on COUNTY premises or other location  
34 as designated by ADMINISTRATOR; and

35 2. Comply with all aspects of Public Law 103-227, also known as the Pro Children Act of 1994  
36 (ACT), which required that smoking not be permitted in any portion of any indoor facility; and

37 3. When providing services to CalOptima clients, comply with the terms and conditions of the

1 Coordination and Provision of Public Health Care Services Contract entered into by and between Orange  
2 County Health Authority, a public agency, dba Orange Prevention and Treatment Integrated Medical  
3 Assistance, dba CalOptima, and the County of Orange, through its division known as the Orange County  
4 Health Care Agency.

5 C. CONTRACT EMPLOYEE shall perform those duties assigned by ADMINISTRATOR and shall  
6 accept the professional and administrative direction of ADMINISTRATOR or designee pursuant to this  
7 Agreement.

8 D. CONTRACT EMPLOYEE shall be permitted to provide services to others outside of this  
9 Agreement, similar to those permitted under this Agreement, provided the services:

- 10 1. Do not interfere with CONTRACT EMPLOYEE's duties under this Agreement; and
- 11 2. Are not performed on COUNTY property; and
- 12 3. Are not performed during those hours when CONTRACT EMPLOYEE is obligated to  
13 perform for COUNTY.

14 E. CONTRACT EMPLOYEE shall not, in the course of rendering services under this Agreement,  
15 refer any patient to any professional practice or organization in which CONTRACT EMPLOYEE, or  
16 CONTRACT EMPLOYEE's spouse has any direct or indirect financial interest, without the prior written  
17 consent of ADMINISTRATOR. Granting or withholding such consent shall be at the sole discretion of  
18 ADMINISTRATOR.

19 F. ON CALL SERVICES – If specified by ADMINISTRATOR, CONTRACT EMPLOYEE shall  
20 provide “On-Call Services,” when supported by a written On-Call Schedule or other authorization signed  
21 by ADMINISTRATOR:

22 1. Provide services of the kind and type described in this Agreement as determined necessary  
23 by ADMINISTRATOR irrespective of time of day or night.

24 2. When scheduled by the ADMINISTRATOR, CONTRACT EMPLOYEE shall remain  
25 reachable by telephone or electronic signaling device within fifteen (15) minutes after signals are sent and  
26 remain reachable for the entire period of such assignment. CONTRACT EMPLOYEE shall refrain from  
27 activities which might impair his or her ability to respond and perform assigned services. In this regard,  
28 CONTRACT EMPLOYEE shall immediately notify ADMINISTRATOR of any defect, or suspected  
29 defect, in the signaling device.

30 3. If no signaling device is provided, and when so designated by ADMINISTRATOR,  
31 CONTRACT EMPLOYEE shall provide ADMINISTRATOR with an address and telephone number at  
32 which CONTRACT EMPLOYEE can be reached at any time. When changing locations, CONTRACT  
33 EMPLOYEE shall notify ADMINISTRATOR, as instructed by ADMINISTRATOR, of the new address  
34 and telephone number at which CONTRACT EMPLOYEE can be reached; provided, however no such  
35 notice need be given if CONTRACT EMPLOYEE will be absent from a location, or unavailable by  
36 telephone, for a period not in excess of thirty (30) minutes.

37 G. CALL-BACK SERVICES – When CONTRACT EMPLOYEE is required to return on a



1 “Call-Back” basis, CONTRACT EMPLOYEE shall be compensated for four (4) hours of work, at the  
2 contract hourly rate, and will be required to remain at the worksite until CONTRACT EMPLOYEE's  
3 services are not required. If CONTRACT EMPLOYEE is required to remain beyond the initial four (4)  
4 hours, CONTRACT EMPLOYEE shall be compensated for all additional hours worked at the contract  
5 hourly rate. This provision is only intended to compensate CONTRACT EMPLOYEE for “Call-Back”  
6 Services and does not supersede CONTRACT EMPLOYEE's regular work schedule. There shall not be  
7 any duplication of pay rates.

8 H. NATIONAL PROVIDER IDENTIFIER (NPI) – The standard unique health identifier adopted  
9 by the Secretary of Health and Human Services under Health Insurance Portability and Accountability  
10 Act (HIPAA) of 1996 for health care providers.

11 1. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI  
12 for use to identify themselves in HIPAA standard transactions. The NPI is assigned to individuals for life.

13 2. CONTRACT EMPLOYEE shall obtain an NPI upon commencement of this Agreement or  
14 prior to providing services under this Agreement. CONTRACT EMPLOYEE shall report to  
15 ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI information as soon  
16 as it is available.

17 I. REMOTE SECURE ACCESS (RSA) TOKENS – ADMINISTRATOR will provide  
18 CONTRACT EMPLOYEE the RSA security device Token to access the HCA computer based Integrated  
19 Records Information System (IRIS) at no cost to the CONTRACT EMPLOYEE upon initial training.

20 1. CONTRACT EMPLOYEE recognizes RSA Tokens are assigned to a specific individual staff  
21 member with a unique password. RSA Tokens and passwords shall not be shared with anyone.

22 2. CONTRACT EMPLOYEE shall return to ADMINISTRATOR all RSA Tokens under the  
23 following conditions:

24 a. Token of CONTRACT EMPLOYEE who is no longer performing work related to this  
25 Agreement.

26 b. Token of CONTRACT EMPLOYEE who no longer requires access to the HCA IRIS.

27 c. Tokens that are malfunctioning.

28 3. CONTRACT EMPLOYEE shall reimburse the COUNTY for the actual cost of RSA Tokens  
29 lost, stolen, or damaged through acts of negligence.

### 30 **III. CULTURAL COMPETENCY**

31 CONTRACT EMPLOYEE shall make its best efforts to provide services pursuant to this Agreement  
32 in a manner that is culturally and linguistically appropriate for the population(s) served, which may  
33 include, but is not limited to, utilization of interpreter services or other language assistance services.  
34 CONTRACT EMPLOYEE shall participate in COUNTY-sponsored or other applicable training directed  
35 by ADMINISTRATOR.  
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EXHIBIT B  
TO AGREEMENT WITH  
«NAME1»  
«JOB\_TITLE»

SEPTEMBER 29, 2021 THROUGH SEPTEMBER 28, 2022

**I. ORANGE COUNTY EMPLOYEES RETIREMENT SYSTEM MEMBERSHIP  
ELIGIBILITY REQUIREMENTS**

**A. Purpose and Background**

1. The Orange County Employees Retirement System (OCERS, System or Plan) is charged with administering a defined benefit pension plan for eligible employees of the County and Districts who participate in the Plan (each a Participating Employer). The purpose of this Policy regarding Membership Eligibility Requirements (Policy) is to clarify the rules that the System will use as a basis for determining the eligibility of persons to be members of the System.

**B. Policy Objectives**

1. All persons eligible to be members of the System who have not executed a lawful waiver of membership (e.g., elected officials and members entering employment after age 60) must be enrolled in the System. Conversely, persons ineligible for membership in the System must be excluded from membership. The objective of this Policy is to clarify existing law (Government Code sections 31550, et. seq.) and OCERS' regulations with respect to the persons who are eligible for membership in OCERS.

**C. Roles and Responsibilities**

1. Each Participating Employer is responsible for determining, in accordance with this Policy, which of the Participating Employer's employees are eligible for membership in OCERS and is responsible for enrolling those eligible employees into OCERS membership.

**D. Policy Guidelines**

1. The following employees of a Participating Employer are eligible to participate and shall be enrolled in the Plan:

a. Any employee of the Participating Employer who is:

1) Hired with the expectation of employment for more than one year and at least 1,040 hours per year, or who is actually employed for more than one year and at least 1,040 hours per year for at least one of those years; and

2) Not expressly excluded from membership under Paragraph 5 below.

2. The following employees of a Participating Employer are ineligible to participate and shall not be enrolled in the Plan:

a. Any employee of the Participating Employer who:

1) Is a retired member who satisfies the requirements of Government Code section 7522.56 to serve a Participating Employer without reinstatement from retirement; or

2) Has executed a lawful waiver of membership (e.g., elected officials and members entering employment after age 60); or

3) Is hired with the expectation of employment for less than 1,600 hours per year, is actually employed for less than 1,600 hours in every year, and is classified as “extra help” by the Participating Employer because he or she works in a position that:

- a) Requires professional or highly technical skills for more than one year;
- b) Is designated “intern” for more than one year (entry level and consistent with the Participating Employer’s salary resolution or comparable classification scheme);
- c) Is designated “seasonal” for more than one year (works in less than seven calendar months per year); or
- d) Is designated “intermittent” for more than one year (works on an irregular, as-needed basis).

***Note: Per section 4(a), all employees hired with the expectation that they will work less than one year are properly excluded from OCERS membership for that year, regardless of how their position may be designated. If such employees ultimately work more than one year, they should be enrolled in OCERS membership if they work more than 1,040 hours per year (if not “extra help”) or more than 1,600 hours per year (if “extra help”).***

3. The Board may grant exceptions to the requirements of Paragraphs 4 and 5 if the Board determines that doing so is consistent with the intent of this Policy and is fair to all parties. For example:

- a. The Board may consider an employee’s preference not to be enrolled as a member of OCERS, even though that preference alone does not justify exclusion from OCERS membership; and
- b. The Board may consider whether an employee’s work hours exceeded the relevant maximum due to administrative oversight.

4. When a Participating Employer fails to comply with the requirements of Paragraphs 4 and 5, and the Board does not grant an exception under Paragraph 6, the Board will exercise its discretion to determine an appropriate correction procedure based on the facts of each case.

5. For purposes of Paragraphs 4 and 5, the term “year” refers to a fiscal year or a calendar year, whichever is used by the Participating Employer for employment purposes.

6. A Participating Employer that temporarily employs an individual who (i) previously was the employee of a labor supplier with which the Participating Employer contracted, and (ii) would otherwise be excluded from OCERS membership under this Policy, will be permitted to exclude the individual from OCERS membership for a period of up to one year. The Board will consider requests for exceptions from the requirements of this paragraph based on the facts of each case, but will not extend the one-year period for excluding the employee from OCERS membership by more than one additional year.

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1           7. The Board shall periodically audit, pursuant to Government Code section 31543, each  
2 Participating Employer's payroll practices to assure compliance with this Policy.

3           E. Policy Review

4           1. The Board will review this Policy at least every three (3) years to ensure that it remains  
5 relevant and appropriate.

6           F. Policy History

7           1. This Policy was adopted by the Board of Retirement on March 20, 2017, with an effective  
8 date of January 1, 2018.

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