

AGREEMENT FOR PROVISION OF  
«JOB\_TITLE» SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
«NAME1»

SEPTEMBER 29, 2014 THROUGH SEPTEMBER 28, 2015

THIS AGREEMENT entered into this 29th day of September 2014, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «NAME1» (CONTRACT EMPLOYEE). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

**W I T N E S S E T H:**

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**CONTENTS**

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<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions .....	3
I. Acronyms .....	4
II. Alteration of Terms .....	5
III. Compliance .....	5
IV. Confidentiality.....	7
V. Conflict of Interest .....	7
VI. Delegation and Assignment.....	7
VII. Indemnification .....	7
VIII. Licenses and Laws .....	8
IX. Nondiscrimination.....	9
X. Notices.....	9
XI. Research and Publication.....	10
XII. Retirement Plan.....	10
XIII. Severability.....	10
XIV. Term .....	10
XV. Termination .....	10
XVI. Waiver of Default or Breach.....	11
<b><u>XVII. Counterparts .....</u></b>	<b><u>11</u></b>
Signature Page.....	12
<b><u>EXHIBIT A</u></b>	
I. Payments .....	1
II. Services .....	2
III. Cultural Competency .....	4

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**REFERENCED CONTRACT PROVISIONS**

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**Term:** September 29, 2014 through September 28, 2015

**Notices to COUNTY and CONTRACT EMPLOYEE:**

COUNTY: County of Orange  
Health Care Agency  
Contract Development and Management  
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:

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

1	AH. PRA	Public Record Act
2	AI. SIR	Self-Insured Retention
3	AJ. The 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

## **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibit A 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.

## **III. COMPLIANCE**

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

20 B. ADMINISTRATOR shall ensure that CONTRACT EMPLOYEE is made aware of the relevant  
21 Policies and Procedures relating to the Compliance Program.

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

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

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

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

37 //

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

3 a. Is currently excluded, suspended, debarred or otherwise ineligible to participate in  
4 federal and state health care programs; or

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

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

14 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

21 2. CONTRACT EMPLOYEE shall not submit any false, fraudulent, inaccurate and/or  
22 fictitious 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 accurate billing codes  
25 which accurately describes 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  
31 identified.

32 F. COMPLIANCE TRAINING – ADMINISTRATOR will provide and CONTRACT  
33 EMPLOYEE shall complete Compliance Training when offered initially, as well as any refresher  
34 training provided on an annual basis.

35 G. Unless otherwise specified in this Agreement and in accordance with the Termination  
36 Paragraph of this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days  
37 written notice if CONTRACT EMPLOYEE fails to perform any of the terms of this Compliance

1 Paragraph. At ADMINISTRATOR’s sole discretion, CONTRACT EMPLOYEE may be allowed up to  
2 thirty (30) calendar days for corrective action.

3  
4 **IV. CONFIDENTIALITY**

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

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

12  
13 **V. CONFLICT OF INTEREST**

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

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

25  
26 **VI. DELEGATION AND ASSIGNMENT**

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

31  
32 **VII. INDEMNIFICATION**

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

37 //

## **VIII. LICENSES AND LAWS**

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2       A. CONTRACT EMPLOYEE, its officers, agents, employees, affiliates, and subcontractors shall,  
3 throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
5 required by the laws, regulations and requirements of the United States, the State of California,  
6 COUNTY, and all other applicable governmental agencies. CONTRACT EMPLOYEE shall notify  
7 ADMINISTRATOR immediately and in writing of his/her inability to obtain or maintain, irrespective of  
8 the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations,  
9 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

### B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10       1. CONTRACT EMPLOYEE agrees to furnish to ADMINISTRATOR within thirty (30)  
11 calendar days of the award of this Agreement:

12           a. In the case of an individual contractor, his/her name, date of birth, social security  
13 number, and residence address;

14           b. In the case of a contractor doing business in a form other than as an individual, the  
15 name, date of birth, social security number, and residence address of each individual who owns an  
16 interest of ten percent (10%) or more in the contracting entity;

17           c. A certification that CONTRACT EMPLOYEE has fully complied with all applicable  
18 federal and state reporting requirements regarding its employees;

19           d. A certification that CONTRACT EMPLOYEE has fully complied with all lawfully  
20 served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so  
21 comply.  
22

23       2. Failure of CONTRACT EMPLOYEE to timely submit the data and/or certifications  
24 required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state  
25 employee reporting requirements for child support enforcement, or to comply with all lawfully served  
26 Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of  
27 this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from  
28 COUNTY shall constitute grounds for termination of this Agreement.

29       3. It is expressly understood that this data will be transmitted to governmental agencies  
30 charged with the establishment and enforcement of child support orders, or as permitted by federal  
31 and/or state statute.

32       C. CONTRACT EMPLOYEE shall be subject to and comply with all applicable governmental  
33 laws, regulations and requirements and all internal policies and procedures of ADMINISTRATOR, as  
34 they exist now or may be hereafter amended or changed.

35       D. If CONTRACT EMPLOYEE provides treatment and bills for services to Medi-Cal eligible  
36 clients, CONTRACT EMPLOYEE shall at all times be capable and authorized by the state of California  
37 to do so while working under the terms of this Agreement.



**IX. NONDISCRIMINATION**

The CONTRACT EMPLOYEE shall not discriminate in the provision of services, the allocations of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

**X. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

C. CONTRACT EMPLOYEE shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACT EMPLOYEE. Any CONTRACT EMPLOYEE providing services to custody patients shall provide a copy of such written notification to the Sheriff of Orange County.

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

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

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

6  
7 **XI. RESEARCH AND PUBLICATION**

8 CONTRACT EMPLOYEE shall not utilize information and data received from COUNTY or  
9 developed as a result of this Agreement for the purpose of personal publication.

10  
11 **XII. RETIREMENT PLAN**

12 COUNTY shall enroll eligible CONTRACT EMPLOYEE in an appropriate County of Orange tax-  
13 deferred compensation plan. CONTRACT EMPLOYEE will have a fixed employee contribution of  
14 7.5% of compensation. This contribution is deducted from each regular paycheck on a pre-tax basis and  
15 is in lieu of Old Age, Survivors, and Disability Insurance contributions.

16  
17 **XIII. SEVERABILITY**

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

23  
24 **XIV. TERM**

25 The term of this Agreement shall commence and terminate as specified in the Referenced Contract  
26 Provisions of this Agreement until the services required by this Agreement are satisfactorily completed,  
27 or until terminated by COUNTY. CONTRACT EMPLOYEE agrees that time is of the essence, and that  
28 it shall diligently and competently begin providing the services hereunder immediately upon execution  
29 of this Agreement by both parties. CONTRACT EMPLOYEE agrees to provide said services within the  
30 time limits hereinafter specified.

31  
32 **XV. TERMINATION**

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

35 **B. CONTINGENT FUNDING**

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

37 //

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

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

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

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

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

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

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

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

16  
17 **XVI. WAIVER OF DEFAULT OR BREACH**

18 Waiver by COUNTY of any default by CONTRACT EMPLOYEE shall not be considered a waiver  
19 of any subsequent default. Waiver by COUNTY of any breach by CONTRACT EMPLOYEE of any  
20 provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by  
21 COUNTY of any default or any breach by CONTRACT EMPLOYEE shall not be considered a  
22 modification of the terms of this Agreement.

23  
24 **XVII COUNTERPARTS**

25 This Agreement may be executed in several counterparts, all of which shall constitute but one and  
26 the same instrument. Faxed and/or electronically scanned signatures shall have the same force and  
27 effect as an original signature.

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

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4 «JOB\_TITLE»

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

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13 COUNTY OF ORANGE

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

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

25  
26  
27 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
28 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  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or 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 HCA.

EXHIBIT A  
TO AGREEMENT WITH  
«NAME1»  
«JOB\_TITLE»

SEPTEMBER 29, 2014 THROUGH SEPTEMBER 28, 2015

**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.

H. TRAVEL

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

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

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

J. COUNTY shall comply with the provisions of the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) effective July 1, 2015. CONTRACT EMPLOYEE's working for 30 or more days within a year from the commencement of employment are entitled to paid sick days, to be accrued at a rate of no less than one hour for every 30 hours worked. CONTRACT EMPLOYEE is entitled to use accrued sick days beginning on the 90th day of employment. CONTRACT EMPLOYEE use of paid sick days is limited to 24 hours or 3 days in each year of employment.

II. SERVICES

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

B. CONTRACT EMPLOYEE shall:

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

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

3. When providing services to CalOptima clients, comply with the terms and conditions of the Coordination and Provision of Public Health Care Services Contract entered into by and between Orange County Health Authority, a public agency, dba Orange Prevention and Treatment Integrated Medical Assistance, dba CalOptima, and the County of Orange, through its division known as the Orange County Health Care Agency.

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

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

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

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

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

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

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

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

30 G. CALL-BACK SERVICES – When CONTRACT EMPLOYEE is required to return on a  
31 “Call-Back” basis, CONTRACT EMPLOYEE shall be compensated for four (4) hours of work, at the  
32 contract hourly rate, and will be required to remain at the worksite until CONTRACT EMPLOYEE's  
33 services are not required. If CONTRACT EMPLOYEE is required to remain beyond the initial four (4)  
34 hours, CONTRACT EMPLOYEE shall be compensated for all additional hours worked at the contract  
35 hourly rate. This provision is only intended to compensate CONTRACT EMPLOYEE for “Call-Back”  
36 Services and does not supersede CONTRACT EMPLOYEE's regular work schedule. There shall not be  
37 any duplication of pay rates.

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

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

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

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

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

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

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

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

22 c. Tokens that are malfunctioning.

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

25  
26 **III. CULTURAL COMPETENCY**

27 CONTRACT EMPLOYEE shall make its best efforts to provide services pursuant to this  
28 Agreement in a manner that is culturally and linguistically appropriate for the population(s) served,  
29 which may include, but is not limited to, utilization of interpreter services or other language assistance  
30 services. CONTRACT EMPLOYEE shall participate in COUNTY-sponsored or other applicable  
31 training directed by ADMINISTRATOR.

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