

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

SEPTEMBER 29, ~~2018~~2019 THROUGH SEPTEMBER 28, ~~2019~~2020

THIS AGREEMENT entered into this 29th day of September ~~2018~~2019 (effective date), which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and

«NAME1» (CONTRACT EMPLOYEE). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties”. This Agreement shall be administered by the County Director of Orange the COUNTY’s Health Care Agency (ADMINISTRATOR or an authorized designee (“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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**Term:** September 29, ~~2018~~2019 through September 28, ~~2019~~2020

**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:

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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. <del>The</del> 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

## 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~~Parties, their officers,  
14 employees or agents shall be valid unless made in the form of a written amendment to this Agreement,  
15 which has been formally approved and executed by both ~~parties~~Parties.

## 17 **III. COMPLIANCE**

18 A. ~~HCA~~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 ~~relevant~~  
21 ~~Policies~~policies and ~~Procedures~~procedures relating to ~~the~~ADMINISTRATOR'S 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~~the receipt of the Code of Conduct within thirty (30) calendar days of ~~the receipt~~  
25 ~~of the Code of Conduct~~employment and shall be required to adhere to said ~~HCA~~ 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 ~~semi-annually~~monthly, all individual CONTRACT EMPLOYEES for eligibility against the General  
32 Services Administration's Excluded Parties List System or System for Award Management, the Office of  
33 Inspector General's List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and  
34 Ineligible Provider List respectively to ensure that Ineligible Persons are not employed or retained to  
35 provide 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  
2 federal and state health care programs; or

3 b. ~~Has~~ been convicted of a criminal offense related to the provision of health care items  
4 or 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) 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 ~~accurate~~ proper billing  
25 codes which accurately ~~describes~~ describe the services rendered and must ensure compliance with all  
26 billing and 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 ~~F. COMPLIANCE TRAINING – ADMINISTRATOR will provide and CONTRACT EMPLOYEE~~  
32 ~~shall complete Compliance Training when offered initially, as well as any refresher training provided on~~  
33 ~~an annual basis.~~

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

1 calendar days for corrective action.

2  
3 **IV. CONFIDENTIALITY**

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

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

12  
13 **V. CONFLICT OF INTEREST**

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

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

25  
26 **VI. COUNTERPARTS**

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

30  
31 **VII. DELEGATION AND ASSIGNMENT**

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

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37 //

**VIII. 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.

**~~IX.~~ IX. LICENSES AND LAWS**

A. ~~CONTRACT EMPLOYEE~~ CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors 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 States, the State of California, COUNTY, and all other applicable governmental agencies. ~~CONTRACT EMPLOYEE~~ CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of his/her inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

~~2. Failure of CONTRACT EMPLOYEE to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting~~



1 ~~requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings~~  
 2 ~~Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and~~  
 3 ~~failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute~~  
 4 ~~grounds for termination of this Agreement.~~

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

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

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

#### 14 X. NONDISCRIMINATION

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

#### 26 XI. NOTICES

27  
 28 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 29 authorized or required by this Agreement shall be effective:

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,  
 36 or any other expedited delivery service.  
 37

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

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

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

18 E. ~~CONTRACT EMPLOYEE~~ CONTRACTOR shall give written notice to ADMINISTRATOR of  
19 any defective equipment, dangerous or deteriorating conditions of the premises, poor quality of supplies  
20 or services actually known to ~~CONTRACT EMPLOYEE~~ CONTRACTOR.

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

### 23 XIII. RESEARCH AND PUBLICATION

24 ~~CONTRACT EMPLOYEE~~ CONTRACTOR shall not utilize information and/or data received from  
25 COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or  
26 professional research, or for publication.

### 27 XIII. RETIREMENT PLAN

28  
29 A. COUNTY shall enroll eligible ~~CONTRACT EMPLOYEE~~ CONTRACTOR in an appropriate  
30 County of Orange tax-deferred compensation plan. ~~CONTRACT EMPLOYEE~~ CONTRACTOR will  
31 have a fixed employee contribution of 7.5% of compensation. This contribution is deducted from each  
32 regular paycheck on a pre-tax basis and is in lieu of Old Age, Survivors, and Disability Insurance  
33 contributions.

34  
35 B. If CONTRACT EMPLOYEE meets the membership eligibility requirements of the Orange  
36 County Employees Retirement System (OCERS), as described in the Exhibit B, CONTRACT  
37 EMPLOYEE will automatically be enrolled in and participate at contribution rates defined by OCERS.

#### XIV. SEVERABILITY

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

#### XV. TERM

~~The~~ A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence ~~and~~ 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 ~~until the services required by this Agreement are satisfactorily completed, or until, unless otherwise sooner terminated by COUNTY. CONTRACT EMPLOYEE agrees that time is of the essence, and that it shall diligently and competently begin providing the services hereunder immediately upon execution of as provided in this Agreement by both parties. CONTRACT EMPLOYEE agrees to provide said services within.~~ CONTRACTOR 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 ~~time limits hereinafter specified~~ next regular business day.

#### XVII. TERMINATION

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

C. After receiving a Notice of Termination ~~CONTRACT EMPLOYEE~~ CONTRACTOR 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.

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

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

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

7  
8 **XVIII. WAIVER OF DEFAULT OR BREACH**

9 Waiver by COUNTY of any default by ~~CONTRACT EMPLOYEE~~ CONTRACTOR shall not be  
10 considered a waiver of any subsequent default. Waiver by COUNTY of any breach by ~~CONTRACT~~  
11 ~~EMPLOYEE~~ CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any  
12 subsequent breach. Waiver by COUNTY of any default or any breach by ~~CONTRACT~~  
13 ~~EMPLOYEE~~ CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3  
4 «JOB\_TITLE»

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

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15 COUNTY OF ORANGE

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

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27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30  
31 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
32 DEPUTY

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

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

SEPTEMBER 29, ~~2018~~2019 THROUGH SEPTEMBER 28, ~~2019~~2020

**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 days beginning on the 90th day of employment. CONTRACT EMPLOYEE use of paid sick days is  
17 limited to 24 hours or 3 days in each year of employment.

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

26  
27 **II. SERVICES**

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

31 B. CONTRACT EMPLOYEE shall:

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

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

36 3. When providing services to CalOptima clients, comply with the terms and conditions of the  
37 Coordination and Provision of Public Health Care Services Contract entered into by and between Orange



1 County Health Authority, a public agency, dba Orange Prevention and Treatment Integrated Medical  
 2 Assistance, dba CalOptima, and the County of Orange, through its division known as the Orange County  
 3 Health Care Agency.

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

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

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

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

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

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

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

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

36 G. CALL-BACK SERVICES – When CONTRACT EMPLOYEE is required to return on a  
 37 “Call-Back” basis, CONTRACT EMPLOYEE shall be compensated for four (4) hours of work, at the

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

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

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

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

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

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

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

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

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

26 c. Tokens that are malfunctioning.

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

29  
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, ~~2018~~2019 THROUGH SEPTEMBER 28, ~~2019~~2020

**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

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

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

6                   a) Requires professional or highly technical skills for more than one year;  
7                   b) Is designated “intern” for more than one year (entry level and consistent with  
8 the Participating Employer’s salary resolution or comparable classification scheme);

9                   c) Is designated “seasonal” for more than one year (works in less than seven  
10 calendar months per year); or

11                   d) Is designated “intermittent” for more than one year (works on an irregular, as-  
12 needed basis).

13  
14 ***Note: Per section 4(a), all employees hired with the expectation that they will work less than one year***  
15 ***are properly excluded from OCERS membership for that year, regardless of how their position may***  
16 ***be designated. If such employees ultimately work more than one year, they should be enrolled in***  
17 ***OCERS membership if they work more than 1,040 hours per year (if not “extra help”) or more than***  
18 ***1,600 hours per year (if “extra help”).***

19  
20                   3. The Board may grant exceptions to the requirements of Paragraphs 4 and 5 if the Board  
21 determines that doing so is consistent with the intent of this Policy and is fair to all parties. For example:

22                   a. The Board may consider an employee’s preference not to be enrolled as a member of  
23 OCERS, even though that preference alone does not justify exclusion from OCERS membership; and

24                   b. The Board may consider whether an employee’s work hours exceeded the relevant  
25 maximum due to administrative oversight.

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

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

31                   6. A Participating Employer that temporarily employs an individual who (i) previously was the  
32 employee of a labor supplier with which the Participating Employer contracted, and (ii) would otherwise  
33 be excluded from OCERS membership under this Policy, will be permitted to exclude the individual from  
34 OCERS membership for a period of up to one year. The Board will consider requests for exceptions from  
35 the requirements of this paragraph based on the facts of each case, but will not extend the one-year period  
36 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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