



1757

County of Essex, New Jersey  
BOARD OF CHOSEN FREEHOLDERS

State of New Jersey }  
County of Essex }<sup>ss</sup>

I ADRIANNE DAVIS Clerk  
of the Board of Chosen Freeholders of the County of Essex in  
the State of New Jersey.

Do Hereby Certify, the foregoing to be a true copy of a  
resolution adopted at a meeting of said Board, on WEDNESDAY  
the 29th day of DECEMBER 19 93

together with the certifications, signatures and endorsements thereon.  
RESOLUTION No. R -93-0691

In Testimony Whereof, I have hereunto set my hand  
and affixed the official seal of said County at Newark,  
the 30th day of  
DECEMBER A. D. 19 93

Adrienne Davis  
ADRIANNE DAVIS Clerk

RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX

RESOLUTION NO. R-93-0691  
PREPARED BY: County Executive

AUTHORITY FOR RESOLUTION N.J.S.A. 40: 41A-38(n) #6  
AUTHORITY FOR ACTION N.J.S.A. 40:41A-36(i)

SUBJECT: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ESSEX  
AND THE PROSECUTOR'S CLERICAL ASSOCIATION - JANUARY 1, 1992 TO  
DECEMBER 31, 1995

WHEREAS, the County of Essex has negotiated a collective bargaining agreement with the Essex County Prosecutor's Clerical Association, retroactive to and covering the period January 1, 1992 through December 31, 1995; and

WHEREAS, the Assistant County Controller has certified that there are available funds in the 1993 County budget to fund said contract through 1993 (said certification is attached hereto); and

WHEREAS, the Board of Chosen Freeholders, by this resolution, wishes to approve said contract; now, therefore, be it

RESOLVED, by the Board of Chosen Freeholders of the County of Essex as follows:

1. That said collective bargaining employment agreement with the Essex County Prosecutor's Clerical Association, a copy of which is annexed hereto, be and hereby is approved.
2. That two (2) fully executed copies of this agreement and resolution be forwarded to the Director, Office of Labor Relations and one (1) copy to the Office of the County Counsel.

Approved as to form and legality

*Lucille L. ...*  
ESSEX COUNTY COUNSEL

RECORD OF BOARD VOTE ( I = Vote N.V. = Abstention ABS = Absent )

Moved by Freeholder *L. Jones*

seconded by Freeholder *Whit*

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Cavanaugh, V.P.	X				Parlavecchio	X			
Clay				X	Sebold	X			
DiVincenzo	X				Treffinger	X			
Jones, J.A.				X					
Jones, L.J.	X				Bost, Pres.	X			

It is hereby certified that the foregoing Resolution was (X) adopted ( ) defeated ( ) tabled by roll call vote at a Regular meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey, held on December 29, 1993

If Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

*Sara B. Bost*  
Sara B. Bost, President --

1757

R. 93-0691

12/29/93

A G R E E M E N T

BETWEEN

THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S CLERICAL ASSOCIATION

(January 1, 1992 through December 31, 1995)

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AGREEMENT BETWEEN THE COUNTY PROSECUTOR OF ESSEX COUNTY

AND

THE ESSEX COUNTY PROSECUTOR'S CLERICAL ASSOCIATION

(January 1, 1992 through December 31, 1995)

THIS AGREEMENT made and entered into this *24<sup>th</sup>* day of *November*, 1993, by and between the County Prosecutor of Essex County (hereinafter "Prosecutor") and the Essex County Prosecutor's Clerical Association (hereinafter the "Association").

Preamble

THIS AGREEMENT has as its purpose the promotion and maintenance of a harmonious relationship between the Prosecutor and the members of the Association in order to assure continued efficient and progressive service to the public by the Office of the Prosecutor of Essex County, New Jersey.

Article I: Recognition and Scope

Section 1: The Prosecutor hereby recognizes the Association as the exclusive representative of all clerical employees of the Office of the Prosecutor of Essex County for the purpose of collective negotiations under and pursuant to Chapter 303, Laws 1968 (N.J.S.A. 34:13A-1 et seq.) with respect to salary, hours and other terms and conditions of employment in the negotiating unit described below:

All Clerical Employees of the  
Essex County Prosecutor's Office

Section 2: Unless otherwise indicated, the terms "employee" and "member" are used interchangeably in this Agreement, either of which term refers to a person or persons represented by the Association in the above-defined negotiation unit.

Article II: Rights and Responsibilities of the Prosecutor and the Board of Chosen Freeholders

Section 1: In order to administer effectively the affairs of the Prosecutor's Office and to serve properly the public, the Prosecutor hereby reserves and retains, as public employer, all the powers, rights, authority, duties and responsibilities conferred upon and vested in the Prosecutor by law prior to the signing of this Agreement.

Section 2: Nothing contained in this Agreement shall operate to deny or to restrict the Board of Chosen Freeholders of the County of Essex in the exercise of any and all rights, responsibilities and authority conferred upon and vested in them by law prior to the signing of this Agreement.

Article III: Discrimination and Coercion

There shall be no discrimination, interference or coercion by the Prosecutor or anyone acting on behalf of the Prosecutor against the members represented by the Association because of membership or activity in said Association. The Association shall not intimidate or coerce employees of the Prosecutor into membership. Neither the Prosecutor nor the Association shall discriminate against any employee because of race, creed, age, color, sex or national origin.

Article IV: Collective Negotiations Procedure

Section 1: Collective negotiations with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized representative.

Section 2: Collective negotiating meetings shall be held at the request of the Prosecutor or the Association at times and places mutually convenient.

Section 3: Members of the Association who may be designated to participate in meetings scheduled for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments without loss of pay or without loss of compensatory time, if any shall have been approved.

Article V: Grievance Procedure

Section 1: Any dispute, difference or grievance regarding the interpretation, application or violation of policies, administrative decisions, and agreements, including this Agreement, affecting employees covered by this Agreement, shall be submitted in writing to the immediate supervisor within five (5) working days of the occurrence. The supervisor shall respond no later than five (5) working days from receipt of the written memorandum. Disputes as to the Prosecutor's decision on performance increments shall be subject to grievance under this procedure.

Section 2: If said supervisor does not respond within five (5) working days or said response does not solve the dispute, difference or grievance, then a memorandum shall be submitted to the Prosecutor. Within ten (10) working days of receipt of such memorandum, a conference shall be scheduled between representatives of the Association and representatives of the Prosecutor.

Section 3: In the event that such dispute, difference or grievance shall not be settled as a result of the above conference, the Prosecutor shall formally, within ten (10) working days of the conference, respond to the dispute, difference or grievance to the representative of the Association. Should said response to the dispute, difference or grievance not be satisfactory, the Association, and only the Association, has the right to submit said dispute, difference or grievance for arbitration to the New Jersey State Board of Mediation or the Public Employees Relations Commission, who shall designate an arbitrator.



Section 4: The decision of such designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitrator shall be borne equally between them. Only the Association shall have the right to submit a matter to arbitration.

Section 5: Any employee who shall be required to testify at or attend hearings of arbitration, mediation or settlement of any question of violations of this Agreement shall not suffer any loss in wages or compensatory time by reason thereof.

#### Article VI: Salaries

Section 1: A) Effective January 1, 1992 all clerical employees on the payroll as of the date of salary increase and the execution of this Agreement shall receive an increase in their base annual salary of one (1) percent of the maximum salary range as the salary range was constituted on December 31, 1991, plus increments.

B) Effective January 1, 1993 all clerical employees on the payroll as of the date of the salary increase and the execution of this Agreement shall receive an increase in their base annual salary of four (4) percent of the maximum salary range as the salary range was constituted on December 31, 1992, plus increments.

C) Effective January 1, 1994 all clerical employees on the payroll as of that date shall receive an increase in their base annual salary of four (4) percent of the maximum salary range as the salary range was constituted on December 31, 1993, plus increments.

D) Effective January 1, 1995 all clerical employees on the payroll as of the date of the execution of this Agreement shall receive an increase in their base annual salary of five (5) percent of the maximum salary range as the salary range was constituted on December 31, 1994, plus increments.

Section 2: The employee, by job performance, must earn the incremental payment claimed and if the Prosecutor takes a position that such employee member claiming such incremental payment has not, by job performance, earned such a payment then in that event, upon the presentation of proper proofs

establishing such conclusion, the Prosecutor has the right to deny either permanently or temporarily, the incremental payment claimed due by any involved employee. Any employee denied an increment may have their claim reviewed by the Association. If the Association feels that the employee has been unfairly denied an increment, the Association may file a grievance on their behalf.

Section 3: The Prosecutor shall forward the appropriate personnel documents to the County no later than March 31, of each year, to effectuate payment of merit increments, provided all appropriate supervisor evaluations are completed and received by the Prosecutor by January 31, of that year.

Section 4: The County will institute a payroll hold back not to exceed one week.

#### Article VII: Hours of Work

Section 1: The normal work day for all members of the Association shall be seven hours a day, inclusive of a one-hour lunch. The hours shall be staggered between 8:00 A.M. and 5:00 P.M., however, each employee's schedule will be thus continuously.

Section 2: Compensation for special shift duty will be paid to any member required to work in a work shift comprised of hours other than the customary period staggered between 8:00 a.m. and 5:00 P.M. Said compensation will consist of an hourly rate fifteen (15) percent higher than that existent under the regular salary provisions contained herein as they apply to the member during the special shift.

#### Article VIII: Overtime

Section 1: Overtime shall mean only those hours worked beyond the normal work day. For all members of the association a normal work day shall be seven hours, notwithstanding employees approved for shift differential hours, inclusive of a one hour lunch. (See Article VII, Section 1).

Overtime shall accrue whenever any employee works more than thirty-five (35) hours per week. Only overtime which is approved and verified by the Prosecutor or his designee shall accrue.

- Section 2: A. Compensatory Time shall be given for all hours worked over thirty-five (35) hours per week. Said Compensatory Time shall be at the rate of one (1) hour of Compensatory Time for every hour worked, except for weekend work which will be at a rate of one and one-half (1 1/2) for every hour worked.
- B. Overtime at the rate of one and one-half (1 1/2) times base salary (exclusive of longevity) shall be paid for all hours worked over thirty-five (35) hours per week. These overtime provisions became effective November 2, 1991.
- C. All overtime must be authorized by the Prosecutor or his designee in writing prior to actual work performed.

#### Article IX: Vacations

Vacations shall be granted to members of the Association as follows:

First year of employment:	1 day for each month of employment
Second through ninth year:	3 weeks
Tenth through nineteenth year:	4 weeks
After twenty years:	5 weeks

Any member who celebrates their tenth or twentieth anniversary under the employ of the Prosecutor's Office will be granted the additional vacation during the year in which they celebrate their anniversary.

#### Article X: Longevity

Longevity benefits shall continue in accordance with Freeholder Resolution No. 32342, copy of which is attached hereto.

Article XI: Health Benefits

Section 1: The existing Health Insurance and Prescription Programs shall remain in effect for the life of this Agreement except as follows:

Upon the signing of this Agreement, the County will have the right to implement the following programs:

a) The co-payment for each prescription shall be one dollar (\$1.00) for generic drugs and five dollars (\$5.00) for non-generic or name brand drugs.

b) A mandatory second surgical opinion and pre-admission review program. (Second surgical opinion and pre-admission review are more fully explained in Appendix A.)

c) "New hires" will contribute (co-pay) twenty-five percent (25%) of the cost of health benefits insurance premiums for dependent coverage.

For the purpose of this provision "new hires" shall be defined as employees hired after the signing of the contract by both parties. All employees working for the County Prosecutor on the date of the signing of the contract by both parties shall be considered "vested" in the current health care coverage and shall not be required to pay a 25% co-pay for dependent coverage if laid off after the signing of the contract and then rehired by the County Prosecutor.

Section 2: The County reserves the right to change, without negotiation, the manner in which Health Benefits are provided as long as such benefits are not reduced. The parties agree to establish a joint Union/Management Committee to study and recommend health care programs/benefits for the purpose of controlling costs.

Article XII: Personal Days

Section 1: Each employee shall be entitled to an allowance of three (3) Administrative Leave Days upon written request to and approval by the Prosecutor or his designee.

Section 2: Wages of up to five (5) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a spouse, child, mother or father, and up to three (3) days will be paid during the absence from duty of employees when such absence is caused by the death and attendance at the funeral of a sister, brother, grandparent, mother-in-law, father-in-law, or other relative residing at the employee's household. Said days are exclusive of Administrative Leave Days.

Article XIII: Employee Liability

Section 1: Whenever any civil action has been or shall be brought against any employee covered by this Agreement for any act or omission arising out of and in the course of and within the scope of the performance of the duties of such office, the County shall defray all costs of defending such action, including counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such persons from financial loss resulting therefrom.

Section 2: Should any criminal action be instituted against any employee entitled to defense in civil actions according to the foregoing paragraph for any such act or omission arising out of their employment with the County and should such proceedings be dismissed or result in a final disposition in favor of such person, the County shall reimburse that employee for the costs of defending such proceedings, including counsel fees and expenses of the original hearing or trial and all appeals.

Article XIV: Holidays

Section 1: Employees shall be granted the following paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Friday after Thanksgiving Day
14. Christmas Day

In addition, at the discretion of the Prosecutor, employees may be granted any other days declared to be holidays by proclamation of the President or Governor.

Section 2: Whenever any of the holidays enumerated above fall on a Sunday, the following Monday shall be observed as the official holiday. Whenever any of the holidays described above fall on a Saturday, the Friday immediately preceding shall be observed as the official holiday.

Article XV: Compensation for Half-Hour

Compensation for extra half-hour worked will be given in accordance with prior contract negotiations and made a part hereof. (Copy of which is attached.)

Article XVI: Sick Leave

The sick leave policy established by the County of Essex shall be continued during the term of this Agreement.

Article XVII: Work Incurred Injury

Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall comply with all the provisions relating to disability benefits as per the Essex County Policy and Procedures dealing with Workers Compensation.

Article XVIII: Maintenance of Standards

Section 1: The Prosecutor agrees that all benefits, terms and conditions of employment relating to the status of the Association members, which benefits, terms and conditions of employment are not specifically set forth in this Agreement, shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Section 2: Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any member pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

Section 3: In accordance with N.J.S.A. 34:13A-5.3, proposed new rules as modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

Article XIX: Term of this Agreement

Section 1: This Agreement shall continue in full force and effect until December 31, 1995, or until a new substituted Agreement is negotiated and executed, whichever shall last occur.

Section 2: The Prosecutor shall begin negotiating a new Agreement with the Association within a reasonable period following adoption of a final budget by the Essex County Board of Chosen Freeholders.

Section 3: The parties also agree that all benefits other than monetary can be negotiated throughout the term of this Agreement. Negotiations may be reopened upon request by either party after notice in writing.

Article XX: Civil Service Rules

Whenever there should appear to be a conflict between the terms of this Agreement and the Civil Service Law (N.J.S.A. 11A:1-1, et seq.) or the Revised Civil Service Rules for the State of New Jersey (N.J.A.C. Title 4), the terms of the latter Law and Rules shall prevail.

Article XXI: Savings Clause

In the event that any Federal, State or County law or enactment having force of law or court decision shall cause invalidation of any article or section of this Agreement, all other articles and sections not so invalidated shall remain in full force and effect.

Article XXII: Special Employee Fund

Effective in 1993, the association will be given a sum equal to two hundred fifty dollars (\$250) for each employee on the payroll January 1, 1993 for the purpose of administering a special employee development fund for the betterment of the employees. The payment amount shall be adjusted, if necessary in 1994 to 1995 to reflect number of employees on the payroll January 1, of each year. Payment will be made no later than January 10, of each year.


It is understood that the administration of this fund shall be the entire responsibility of the association. The association shall indemnify and hold the County harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the County for the purpose of complying with the provisions of this Article.

BY:

  
CLIFFORD D. MINOR, PROSECUTOR 11/24/93

THE ESSEX COUNTY PROSECUTOR'S  
CLERICAL ASSOCIATION

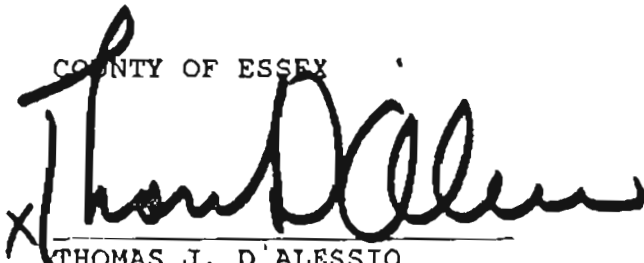
BY:

  
THERESA L. JOHNSON, VICE PRESIDENT 11/24/93



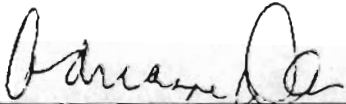
IN WITNESS WHEREOF, the parties have by their  
authorized representatives, set their hands and seals  
this 29<sup>th</sup> day of Dec., 1993

COUNTY OF ESSEX



THOMAS J. D'ALESSIO  
ESSEX COUNTY EXECUTIVE

ATTEST:



ADRIANNE DAVIS, CLERK TO THE  
BOARD OF CHOSEN FREEHOLDERS

APPROVED AS TO FORM



STEPHEN EDELSTEIN  
ESSEX COUNTY COUNSEL

COMPENSATION FOR HALF-HOUR

All employees who were on the payroll of the Prosecution Office before January 31, 1972, and thru October 1, 1979, and still on the payroll up to and including when this contract is signed, shall be credited with twenty-five days in a leave bank, to be paid upon retirement, death or separation at the salary level in effect at the time of such retirement, death or separation. Additionally, each employee on the payroll before January 31, 1972, and thru October 1, 1979, and still on the payroll up to and including when this contract is signed, shall receive fifteen nonforfeitable compensatory days to be taken in future years. If not taken, upon separation, death, or retirement, the remaining days will be compensated as aforesaid.

Employees to be compensated as follows:

Alice Apostolica  
Eope Auriemma  
Patricia Berkary  
Sophie Billinson  
Donna Britz  
Lorraine Camuso  
Patricia Casale  
Sandra Casale  
Rosemary Facchino  
Marcella Iglar  
Delores Joyner  
Janet Kane  
Jeanette Kramer  
Paula Lambo  
Angelina Martone  
Shahidah Nasir  
Mary O'Brien  
Linda Oliveria  
Margaret Ranzharian

Diane Ricciardelli  
Susan Rilli  
Gladys Rcmel  
June Ross  
Susan Sccevola  
Martha Thompson  
Marlene Walsh  
Barbara Weekley  
Eleanor White

## APPENDIX A

### Pre-Admission Review

Pre-Admission Review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized program to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

### Benefits to the Employee

- Maximizing employees' health care benefits
- Ensuring the highest quality of treatment for employees and their families
- Eliminating unnecessary procedures and excessive hospital stays
- Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature births. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

## Commonly Asked Questions About Pre-Admission Review

### 1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

### 2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number:

These medical review specialists will review your case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

### 3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you decide to enter the hospital as an inpatient after receiving a denial, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

One of two things can happen:

If it is determined afterwards that the admission was necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

If the PAR medical specialists determine that the admission was not necessary, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, You must still obtain PAR from the PAR medical specialists. Your physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR Program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs. It is important to hold down costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

#### HOSPITAL TRANSFERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

#### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day, advising of the admission.

#### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

## MANDATORY SECOND SURGICAL OPINION PROGRAM?

### 1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

### 2. How does the Mandatory Second Surgical Opinion Program work?

If you or a family member is advised of the need for surgery by a physician:

Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second opinion specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

### 3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second opinion. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for a second opinion.

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

- Cosmetic surgery
- Dental surgery
- Minor surgery (i.e. removal of sebaceous cyst)
- Surgery ineligible by your health benefits plan
- Sterilization procedures
- Emergency surgery
- Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can:

- guarantee that claims will be paid properly;
- eliminate payment by subscribers for the second opinion consultation; and
- be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original physician to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask that the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?



Part of the arrangement between the County of Essex and the specialists participating in the program, is an agreement that the specialist will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like theirs, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Approximately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments may replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.