



23845 McBean Parkway, Valencia, CA 91355 661/253-8000

Updated May 2021

RE: Henry Mayo Newhall Hospital Employee Medical Plan
Physician Services Agreement

Dear provider:

Henry Mayo provides a self-funded PPO medical plan for its employees. This plan offers two ways to access care, however, it is the employee's advantage to use the Henry Mayo panel providers and facilities because they offer the highest level of benefits. This is referred to as the *Henry Mayo Group Network – Tier 1*.

We invite you to be part of this network. In return, we will provide your practice information and contact to our employees as a preferred provider.

To participate in this plan, please complete the attached and return to my attention.

Please contact me with any questions at 661/200-1570 or puleoma@henrymayo.com.

We appreciate your anticipated participation.

Sincerely,

A handwritten signature in black ink that reads "Mark A. Puleo".

Mark A. Puleo
Plan Administrator
Vice President, Human Resources

Attachment: Physician Services Agreement

PHYSICIAN SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2021 by and between the Henry Mayo Newhall Hospital (HMNH) Employee Group Benefit Trust Plan (hereinafter “Plan”) and the (physician whose signature appears on page 6).

RECITALS

- A. The Plan is the trust and plan for provision of medical and hospital benefits to employees of Henry Mayo Newhall Hospital (hereinafter “Hospital”).
- B. Physician is a physician and surgeon duly licensed to practice in the State of California and a member in good standing of the Medical Staff of Hospital.
- C. The Plan desires to engage the services of Physician to provide health care services to enrollees of the Plan as provided herein.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenants of the parties hereinafter set forth, the parties hereto agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following respective meanings:

- A. **ENROLLEE:** All eligible individuals under Hospital’s Employee Benefit Plan, including eligible dependents, in accordance with its present terms or as it may be supplemented or amended from time to time by Hospital.
- B. **COVERED SERVICES:** All of those services specified in Exhibit “A” hereto, subject to the limitations specified therein.
- C. **MEMBER PHYSICIAN:** A licensed physician who has contracted with the Plan to provide physician services to Enrollees, and who is a member of the medical staff of Hospital.
- D. **AGENCY:** Any local, state or federal government agency having jurisdiction over or governing the activities of the Plan, including Corporations and the United States Department of Health and Human Services.

2. **Physician Services**

The Physician agrees to provide such Covered Services as are within Physician's expertise and customarily provided by Physician, to the extent medically necessary, during the term of this Agreement, to all Enrollees requesting treatment or referred by other Member Physicians. The Covered Services shall be provided to Enrollees in the same setting and according to the same criteria, including capacity to provide services, ordinarily and customarily utilized by the Physician for non-Plan patients.

3. **Hospitalization and Referrals**

- A. Except for emergency services, all referrals for hospitalization of an enrollee must be to the Hospital for inpatient services, unless the Hospital does not provide such services as may be required. In addition, any outpatient services and testing services, including, but not limited to, radiology and pathology services, which are available at the Hospital must be referred to the hospital, or coverage for such services will be at a lesser level.
- B. Physician agrees to participate in the pre-authorization requirement as set forth in the Plan and follow pre-authorization procedure for all in-patient confinements, whether at Hospital or other facility.
- C. A list of the Member Physicians shall be provided to each participating physician and shall be updated from the time to time to reflect changes in the identities of the Member Physicians. Referral of Enrollees for medical services shall, unless the best medical judgment of Physician requires otherwise, be made to other Member Physicians.

4. **Compensation**

The Plan shall compensate the Physician for the provision of Covered Services in the manner specified in Exhibit "B" hereto, which is hereby incorporated by reference herein. Physician shall bill the Enrollee for deductible or co-payments specified in Exhibit A or B, or for services other than Covered Services at the same rates as stated herein.

5. **Billing**

- A. The Physician shall bill the Plan for Covered Services provided to Enrollees. All claims submitted shall be paid by Plan within thirty (30) working days after receipt of such completed claim. Physician shall submit claims to the Plan at:

Keenan Employee Benefits TPA
P.O. Box 2744
Torrance, CA 90509
or
Keenan's EDI clearinghouse
Office Ally - Payer ID KEE01

The Plan shall have the right of disputing bills submitted by the Physician, provided that the Plan notifies the Physician of such dispute within thirty (30) working days of the date a completed claim is received. Such disputes shall be subject to arbitration pursuant to the provisions of Paragraph 12 hereof.

- B. The Physician shall not collect or attempt to collect from any Enrollee any sums owed by the Plan. Physician shall be allowed to collect applicable deductible or co-payment amounts, specified in Exhibit A, from the Enrollee.

6. **Utilization Review**

The Physician shall cooperate with the Plan in the operation of the Plan's utilization review program, which shall be administered by Employee Benefit Administrators or such other firm or agency as Plan may designate. Determinations of the medical necessity of Covered Services made pursuant to such utilization review program shall control the Plan's obligation to pay the Physician for Covered Services rendered. Such review may include procedures for pre-admission review or concurrent approval that continued hospitalization or continuation of any particular treatment is medically necessary, and Physician agrees to abide thereby.

7. **Insurance**

Physician, at his or her sole cost and expense, shall procure and maintain such policies of general liability, professional liability (in the amount of not less than \$1,000,000.00) and other insurance as is reasonably necessary to insure Physician and his or her agents or employees against any liability or claims or damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of Physician's responsibilities under this Agreement. Evidence of such insurance policies shall be provided by Physician to Plan, and shall be subject to reasonable approval by Plan prior to the commencement of this Agreement.

8. **Independent Contractors**

In the performance of their obligations under this Agreement the parties and their officers, agent and employees are at all times acting and performing as independent contractors. Neither party shall have nor exercise any control or direction over the method by which the other party performs such obligations. Nothing in this Agreement shall be construed to make or render either party or any of its officers, agents, or employees an agent, servant, or employee of, or joint venturer of or with, the other.

9. **Records and Data**

- A. Physician shall maintain such records and provide such information to the Plan or to any agency as may be required by law.

- B. To the extent required by law, Physician shall provide to the Plan access, upon reasonable notice and demand, to the books, records and documents of the Physician relating to the provision of Covered Services, the cost of such services, and to payments received by the Hospital from Enrollees (or from others on their behalf).
- C. Physician agrees to permit inspection and medical audit of all medical records of Enrollees by the Plan, or by any agency, or their duly authorized representatives, all to the extent required by law.
- D. Except as specifically set forth above, the parties hereto agree to maintain the confidentiality of the medical records of Enrollee and the dissemination of such information shall require the consent of the Enrollee unless it is otherwise permitted under the California Confidentiality of Medical Information Act then in effect. Prior to requesting an Enrollee's medical records, the Plan will secure all necessary releases from Enrollee (or his legal representatives) authorizing Plan to obtain his medical records.

10. **Term and Termination**

- A. This Agreement shall be and remain in force for a period of one year commencing on the date hereof, and shall automatically be renewed for successive additional terms of one year each commencing on the anniversary of the date hereof, unless either party notifies the other party to the contrary not less than thirty (30) days prior to such dates; provided, however, that this Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice.

11. **Notices**

All notices and other communications between the parties shall be deemed to have been given if personally delivered to an officer of the party being served, or presumed served five business days after mailing thereof by United States certified mail, return receipt requested, postage prepaid, to such party at the following addresses or at such other address as shall be given in writing pursuant to this Paragraph by either party to the other:

If to Physician: to the address stated on signature page.

If to Plan: Keenan Employee Benefits TPA
2355 Crenshaw Boulevard, Suite 300
Torrance, CA. 90501

12. **Arbitration**

Any disputes between the parties hereto arising from the interpretation or operation of this Agreement, or concerning the obligations of the parties hereunder, shall be resolved by arbitration under the commercial rules then pertaining of the American Arbitration Association, and judgment thereon may be entered in any court of competent jurisdiction. Such arbitration shall take place in Los Angeles County, California.

13. **Records**

Physician, Plan and hospital shall maintain all records and Protected Health Information in accordance with the regulations issued by the U.S Department of Health and Human Services (HHS) under the Health Insurance Portability and Accountability Act (HIPAA).

14. **Miscellaneous**

- A. This Agreement sets forth only the rights between the Physician and the Plan, and shall not confer any rights upon any third parties.
- B. This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Neither the Plan nor the Physician shall assign this Agreement or delegate any of its duties hereunder without prior written consent of the other party hereto.
- C. In the event that any provision of this Agreement becomes invalid or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect. If, however, the removal of any provision that has become invalid or unenforceable materially alters the obligations of either party in a manner which causes serious financial hardship, the party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.
- D. If any changes or amendments in state or federal laws or regulations occur which materially affect the financial operations of either party as they relate to the performance of this Agreement, the party so affected shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

HENRY MAYO NEWHALL HOSPITAL

EMPLOYEE GROUP BENEFIT PLAN

By: Mark Puleo

SIGNATURE: _____

TITLE: Vice President, Chief Human Resources Officer

DATE: _____

PHYSICIAN

By: _____
NAME

SIGNATURE: _____

TITLE: _____

DATE: _____

ADDRESS: _____

PHONE NUMBER: _____

Declination:

I have read the above material and elect NOT to participate.

SIGNED: _____

DATE: _____

EXHIBIT “A”

COVERED SERVICES

The Covered Services shall be all those physician services normally provided to non-Plan patients, as limited or qualified in the Benefit Book of the Plan in existence from time-to-time, a summary of which is attached hereto, which provides among other things, for the following exceptions and restrictions:

- A. Deductible: \$250.00 – per person per year, maximum of \$500.00 per family.
- B. Co-payment: \$25.00

EXHIBIT “B”

COMPENSATION

- A. As compensation for the provision of Covered Services to Enrollees under the Agreement, the Plan shall pay the Physician based upon claims, which shall be coded and submitted according to the most Current Procedural Terminology (CPT) and shall be reimbursed at 110% of the current year’s Medicare fee schedule.

- B. Physician agrees that he or she shall not seek any surcharge or payment for Covered Services from any Enrollee, except for co-payments permitted under the Plan’s benefit program. If the plan receives notice of any surcharge, the Physician shall refund the amounts collected within thirty (30) days of such notification.