# AMENDMENT PASSPORT HEALTH PLAN, INC PROVIDER SERVICES AGREEMENT

This Amendment to the Passport Health Plan, Inc., Provider Services Agreement ("the Agreement"), is made and entered into as of the effective date set forth below (the "Effective Date") by and among the provider(s) identified on the signature page ("Provider") and Passport Health Plan, Inc. ("HMO").

WHEREAS, HMO and PROVIDER entered into the University Health Care, Inc. Provider Services Agreement.

WHEREAS, the Agreement was assigned to Passport Health Plan, Inc.

WHEREAS, HMO and PROVIDER desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HMO and PROVIDER intending to be legally bound, agree as follows:

- 1. <u>Capitalized Terms.</u> All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
- 2. <u>Effective Date</u>. This Amendment shall be effective as of June 1, 2020.
- 3. <u>Appendix A.</u> Appendix A of the Agreement shall remain as set forth in previous agreement/amendment.
- 4. <u>Governing Law.</u> This Amendment shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- 5. <u>Reaffirmation of Other Terms and Conditions.</u> Except as expressly modified by this Amendment, all other terms and provisions of the Agreement, as amended, shall remain in full force and effect, unmodified and unrevoked, and the same are hereby reaffirmed and ratified by HMO and Provider as if fully set forth herein.

IN WITNESS WHEREOF, HMO and PROVIDER have signed and executed this Amendment as of the date written below, but effective as of the Effective Date.

"HMO"	"PROVIDER"	
PASSPORT HEALTH PLAN, INC.	By (Signature):	
By:  Print Name: Dr. Stephen Houghland	Print Name: Paul Nagy	
Title: Vice President/Chief Medical Office	Title: Vice President Managed Care and Contracting	
Date: 06/16/20	Date: 6/15/2020	
	TAX ID: 84-3178470	

### Appendix A UofL Health – Peace Hospital

#### 1. Standard Reimbursement

#### INPATIENT PSYCHIATRIC SERVICES AND COMPENSATION

Effective June 1, 2020, Provider's per diem rate for inpatient psychiatric services shall be eighty six percent (86%) of the DMS Medicaid Inpatient Hospital Psychiatric/Rehabilitation Non-Distinct Part Unit (Non-DPU) rate for Provider ("DMS base rate"), except as otherwise set forth herein. In the event DMS adjusts the DMS base rate, HMO will adjust the per diem rate within ninety days of notification of said adjustment. For inpatient Covered Services rendered to a Covered Person during a single admission and billed under the Provider's tax identification number ("TIN"), HMO shall pay Provider based on the methodology as defined below.

Services	Methodology	Identifier	Rate
Psychiatric	Per Diem	Revenue codes 0114, 0124,	86% of DMS base rate
		0134, 0144, 0154, 0204	
Chemical	Per Diem	Revenue codes 0116, 0126,	86% of DMS base rate
Dependency/Detox/Substance		0136, 0146, 0156	
Abuse			
EPSDT Extended Care	Per Diem	Extended Care (T2048)	\$618.09
		MR Extended Care (H2029)	

#### OUTPATIENT PSYCHIATRIC HOSPITAL SERVICES AND COMPENSATION

Services	Methodology	Identifier	Rate
Partial Hospitalization	Per Diem	Revenue code 0912 or 0913 or HCPCS H0035	\$195
Intensive Outpatient	Per Diem	Revenue code 0905 or 0906 HCPCS S9480 or H0015	\$125
Electroconvulsive Therapy (ECT)	Per Case	Revenue code 901	\$380
All other outpatient services	Fee Schedule	CPT code and appropriate modifier	100% Applicable DMS Behavioral Health Fee Schedule Rate

HMO shall provide at least thirty (30) days prior notice to Hospital/Provider, whenever possible, of any updated fee schedules prior to their effective date. The effective date for the updated fee schedule and rates shall be identified in HMO's notice. Reimbursement for Covered Services shall be made based on the effective date of the fee schedule as established by HMO.

#### 2. Quality Incentive

Provider may earn up to an additional five percent (5%) of the DMS base rate by achieving specific quality measures as outlined in the table below. Measurement periods will be quarterly, the first beginning on July 1, 2020. While all measures are weighted evenly, each measure when individually achieved will merit the applicable portion of the total of the 5% quality incentive. HMO shall review Provider's performance for each measure against the standard as defined in the table below within 90 days after the close of each measurement period ("The Scoring Period"). Provider shall supply supporting data as outlined below no later than the 90th day following the close of each measurement period. HMO will initiate any resulting payout within 30 days following the close of the Scoring Period.

Measure	Description	Standard	Weight	Party accountable for providing data
1	Decreased 30-day readmission rate	Maintain rate at or below	1.666%	HMO
		15% for adults, children,		
		and substance use disorder		
		inpatient stays		
2	Decreased use of restraints	Reduce use of restraints by	1.666%	Provider
		5% of prior quarter's rate		
		(Determined by measuring		
		number of restraints for		5
		quarter for HMO		
		members in the quarter		

		prior to measurement compared to the number of restraints for quarter for HMO members in the		
	7	measurement quarter.		
3	Percentage of patients with completed follow-	Maintain rate at or above	1.666%	HMO
	up appointments within 7 days post discharge	50%. Follow up		
		appointment must be with		
		a Qualified Mental Health		
		Professional ("QMHP").		

## 3. Administrative Hearings

Parties agree to come together in good faith and negotiate a mutually agreeable solution that solves for the high volume of administrative hearings by no later than August 1, 2020. Such solution will be memorialized in a subsequent amendment.