PASSPORT HEALTH PLAN BY MOLINA HEALTHCARE
MARKETPLACE PRODUCT AMENDMENT

Molina Healthcare of Kentucky, Inc., dba Passport Health Plan by Molina Healthcare ("Health Plan") and Norton Hospitals, Inc. ("Provider") enter into this Marketplace Product Amendment ("Amendment") as of the Effective Date set forth in this Amendment. The Provider and Health Plan each are referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. Whereas, the Parties previously entered into a Hospital Services Agreement or such other agreement as may have been amended ("Agreement"); and

B. Whereas, Health Plan wishes to amend the Agreement so that Provider may participate in the Health Insurance Marketplace Product as noted in this Amendment, subject to the terms of the Agreement.

Now, therefore, in consideration of the promises and representations stated in the recitals, which are incorporated into the Amendment, and as further stated below, the Parties agree to amend the Agreement as noted in this Amendment.

1.1 **Products.** Attachment A, Products, is updated to include the following Products in which Provider agrees to participate.

Health Insurance Marketplace – including, but not limited to, Molina Marketplace.

1.2 **Compensation Attachment.** Attachment B-1, Compensation Schedule for the Health Insurance Marketplace Product, attached hereto, is added to the Agreement. If there is compensation already set forth in the Agreement for the Health Insurance Marketplace Product, such compensation is deleted and replaced by this attachment.

1.3 **Marketplace Attachment.** Attachment G, Molina Marketplace, Laws and Government Program Requirements, attached hereto, is added to the Agreement. If a Molina Marketplace regulatory attachment is already included in the Agreement, such attachment is deleted and replaced by this attachment.

1.4 **Notice.** Health Plan is proposing a Material Change to the Agreement to include Provider in the new insurance Product noted in Section 1.1 on the Effective Date noted in Section 1.5 of this Amendment. Provider has the option to either accept or reject this Amendment in accordance with KRS 304.17A-235 (3). Provider may discuss this Amendment with the Health Plan representative noted in Table One if Provider wishes to discuss the terms of this Amendment. Provider further has the option for requesting a meeting using Real-Time Communication to discuss the proposed changes in this Amendment. If requested by Provider, the opportunity to communicate to discuss the proposed changes may occur via electronic mail instead of Real-Time Communication. Provider may request a copy of the Agreement with the Material Changes consolidated into the Agreement upon three (3) Material Changes being made in a twelve (12) month period to the Agreement. This Amendment will only take effect upon the acceptance of the Provider, evidenced by a written signature below. Material Change and Real-Time Communication will have the same meaning as set forth in KRS 304.17A-235 (1). Notwithstanding the foregoing, this Amendment will only become effective upon the consent of both Parties as evidenced by each Authorized Representative's Signature in the Signature Authorization Section on this Amendment, no further Material Change will be made without the written consent of the Parties, including the changing of rates without written consent, except those made by the Commonwealth or CMS.

Table One

Health Plan Representative Name	**Jeff Nowlin**
Business Address	**Passport Health Plan by Molina Healthcare (Passport)** **5100 Commerce Crossings Drive, Louisville, KY**
Telephone Number	**757-687-9589**
Electronic Mail Address	**Jeff.Nowlin@MolinaHealthcare.com**

1.5 **Effective Date.** This Amendment is effective on January 1, 2022 for the Molina Marketplace Product ("Effective Date") and will renew with and under the terms of the Agreement.

1.6 **Use of Defined Terms.** Capitalized terms utilized in this Amendment will have the same meanings ascribed to such terms in the Agreement unless otherwise set forth in this Amendment.

1.7 **Full Force and Effect.** Except as set forth in this Amendment, the Agreement is unaffected and will continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement or an earlier amendment, the terms of this Amendment will prevail.

1.8 **Counterparts.** This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree facsimile signatures, pdf signatures, photocopied signatures, electronic signatures, or signatures scanned and sent via email will have the same effect as original signatures.

SIGNATURE AUTHORIZATION

IN WITNESS WHEREOF, in consideration of the promises and representations stated, the Parties agree as set forth in this Amendment. The Authorized Representative acknowledges and represents that the Authorized Representative has the authority and authorization to act on behalf of its Party. The Authorized Representative further acknowledges he/she received and reviewed this Amendment in its entirety.

The Authorized Representative for each Party executes this Amendment with the intent to bind the Parties in accordance with this Amendment.

Provider Signature and Information.

Provider's Legal Name ("Provider") – as listed on applicable tax form (i.e. W-9):	
Authorized Representative's Signature:	Authorized Representative's Name – Printed: Shelley East
Authorized Representative's Title: VP Managed Care	Authorized Representative's Signature Date: 3/16/21

Health Plan Signature and Information.

Molina Healthcare of Kentucky, Inc., a Kentucky Corporation dba Passport Health Plan by Molina Healthcare	
Authorized Representative's Signature: John C Wiley	Authorized Representative's Name – Printed: John C Wiley
Authorized Representative's Title: VP Network Strategy & Systems	Authorized Representative's Countersignature Date: 3/16/2021

ATTACHMENT B-1

Compensation Schedule for Health Insurance Marketplace

1.1 **Compensation for Health Insurance Marketplace.**

a. **Inpatient Covered Services.** Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Health Insurance Marketplace Product, that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred forty percent (140%) of the Medicare base diagnosis related group ("DRG") rate that is used in the Medicare Fee-For-Service calculation. If there is no payment rate using the Medicare DRG rate that is used in the Medicare Fee-For-Service calculation, Covered Services determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim will be paid on a fee-for-service basis, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) at one-hundred forty percent (140%) of the Medicaid Fee Schedule as set forth by the Commonwealth of Kentucky.

b. **Norton Pediatric Facilities.** Notwithstanding Section 1.1, a., of this Attachment, for services billed under Provider's Norton Children's Hospital downtown Louisville, Kentucky service location, Health Plan agrees to compensate Provider on a fee-for-service basis for inpatient Covered Services provided under the Marketplace Product that are determined by Health Plan to be payable and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred sixty percent (160%) of the Medicare program allowable payment rate.

c. **Outpatient Covered Services.** Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Health Insurance Marketplace Product, that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred forty percent (140%) of the Outpatient Prospective Payment System ("OPPS") Medicare Fee schedule. If there is no payment rate using the OPPS Medicare Fee Schedule, Covered Services determined by Health Plan to be payable pursuant to Laws, Government Program Requirement, and this Agreement and submitted on a Clean Claim will be paid on a fee-for-service basis, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) at one-hundred forty percent (140%) of the Medicaid Fee Schedule as set forth by the Commonwealth of Kentucky.

d. **Outpatient Covered Services - Norton Children's Hospital - Louisville.** Notwithstanding Section 1.1, c., Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Health Insurance Marketplace Product, that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred sixty percent (160%) of the Outpatient Prospective Payment System ("OPPS") Medicare Fee schedule. If there is no payment rate using the OPPS Medicare Fee Schedule, Covered Services determined by Health Plan to be payable pursuant to Laws, Government Program Requirement, and this Agreement and submitted on a Clean Claim will be paid on a fee-for-service basis, less any applicable amounts paid or to be paid by other liable third parties and the Member for

cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) at one-hundred sixty percent (160%) of the Medicaid Fee Schedule as set forth by the Commonwealth of Kentucky.

e. **Other Covered Services.** For those Covered Services which cannot be compensated pursuant to Sections 1.1 a. or c., Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Health Insurance Marketplace Product, that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred forty percent (140%) percent of the Medicare fee schedule. If there is no payment rate using the Medicare Fee Schedule, Covered Services determined by Health Plan to be payable and submitted on a Clean Claim will be paid on a fee-for-service basis, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) at one-hundred forty percent (140%) of the Medicaid Fee Schedule as set forth by the Commonwealth of Kentucky.

f. **Other Covered Services - Norton Children's Hospital - Louisville.** For those Covered Services which cannot be compensated pursuant to Sections 1.1 b. or d., Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided under the Health Insurance Marketplace Product, that are determined by Health Plan to be payable pursuant to Laws, Government Program Requirements, and this Agreement and submitted on a Clean Claim, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) one-hundred sixty percent (160%) percent of the Medicare fee schedule. If there is no payment rate using the Medicare Fee Schedule, Covered Services determined by Health Plan to be payable and submitted on a Clean Claim will be paid on a fee-for-service basis, less any applicable amounts paid or to be paid by other liable third parties and the Member for cost sharing, including, but not limited to, co-payments, deductibles, or co-insurances, if any, at the lesser of the following amounts in effect for the Date of Service: (i) Provider's billed charges; or (ii) at one-hundred sixty percent (160%) of the Medicaid Fee Schedule as set forth by the Commonwealth of Kentucky.

g. **General.** Unless prohibited by Law, Provider agrees that Health Plan will implement updates or revisions to the DRG Rate or the Medicaid or Medicare fee schedules on a prospective basis within sixty (60) days of the update or revision from the agency. The update or revision will be applied upon implementation to all Claims received after the implementation.

h. No claims will be reprocessed once updates completed. Rates will be applied and effective once update is made.

ATTACHMENT G

Molina Marketplace

Laws and Government Program Requirements

This attachment sets forth applicable Laws and Government Program Requirements or other provisions necessary to reflect compliance for the Molina Marketplace Product. This attachment will be automatically modified to conform to subsequent changes to Laws or Government Program Requirements. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control for the Molina Marketplace Product. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with a Law or Government Program Requirement will not be effective and will be interpreted in a manner that is consistent with the applicable Law and Government Program Requirement. This attachment only applies to Molina Marketplace Product.

1.1 **Definitions.** The following definitions apply only in this attachment:

a. **Delegated Entity** means any party that enters into an agreement with a qualified health plan ("QHP") issuer to provide administrative services or health care services to qualified individuals and their dependents.

b. **Downstream Entity** means any party that enters into an agreement with a Delegated Entity or with another downstream entity for purposes of providing administrative or health care services related to the agreement between the Delegated Entity and the QHP issuer. The term is intended to reach the entity that directly provides administrative services or health care services to qualified individuals and their dependents.

Consistent with the above definitions, Provider is a Delegated Entity and Health Plan is a QHP issuer.

1.2 **Timely Payment of Claims.** Health Plan will pay Provider for Clean Claims for Covered Services that are determined to be payable, in accordance with Section 4.2, Compensation.

1.3 **Delegated Entity and Downstream Entity Compliance.** To the extent that the activities and obligations applicable to Health Plan, as set forth in the standards enumerated at 45 CFR 156.340(a), are delegated to Provider, then Provider, as Delegated Entity, agrees to perform such activities and obligations in compliance with all applicable laws and regulations relating to such standards, and consistent with the requirements outlined in this attachment. Provider further agrees that it will require the same of any Downstream Entities. (45 CFR 156.340(b)(3)).

1.4 **Health Plan Accountability.** Notwithstanding any relationship Health Plan may have with Provider, as Delegated Entity, and any Downstream Entity, Health Plan maintains responsibility for its compliance, as well as the compliance of the Provider and any Downstream Entity, with all applicable standards enumerated at 45 CFR 156.340(a). (45 CFR 156.340(a)).

1.5 **Standards for Downstream and Delegated Entities.** The Agreement specifies the delegated activities and reporting responsibilities. (45 CFR 156.340(b)(1)).

1.6 **Right to Audit.** Provider, as Delegated Entity, and any Downstream Entity shall permit access to the Secretary of the United States Department of Health and Human Services ("HHS"), and the Office of the Inspector General, or their designees, to evaluate through audit, inspection, or other means, Provider's or Downstream Entity's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to Health Plan's obligations in accordance with the standards enumerated at 45 CFR 156.340(a), as applicable, until ten (10) years from the final date of the Agreement period. (45 CFR 156.340(b)(4)).

1.7 **Revocation of Delegated Activities.** In the event HHS or Health Plan determines, in its sole discretion, that Provider or any Downstream Entity, have not performed the delegated activities and reporting obligations satisfactorily, consistent with applicable standards enumerated at 45 CFR 156.340(a), then the delegated activities and reporting obligations shall be revoked. The foregoing does not preclude the employment of other remedies, in lieu of revocation of the delegated activities or reporting responsibilities, if deemed appropriate by HHS or Health Plan, as applicable. (45 CFR 156.340(b)(2)).