

AMENDMENT TO THE HOSPITAL SERVICES AGREEMENT

THIS AMENDMENT TO THE HOSPITAL SERVICES AGREEMENT (“Amendment”) is made and entered by and between Molina Healthcare of Washington, Inc. (“Health Plan”) and University of Washington Medical Center (“Provider”).

Whereas, Provider is a component of UW Medicine, a clinical enterprise of the University of Washington, an institution of higher education and agency of the state of Washington, consisting of the following components: University of Washington Medical Center, Harborview Medical Center, Valley Medical Center, The Association of University Physicians dba UW Physicians, the University of Washington School of Medicine, The UW Physicians Network dba UW Neighborhood Clinics, and Airlift Northwest (collectively, “UW Medicine Component Units”).

Whereas, Health Plan and Provider entered into a Hospital Services Agreement (“Agreement”), June 1, 2019, as amended.

Whereas, Health Plan and Provider hereby agree to amend the Agreement in accordance with the terms and conditions of this Amendment.

Now therefore, in consideration of the rights and obligations contained herein, the parties to this Amendment, intending to be legally bound, do hereby agree as follows:

1. Exhibit 1 (Compensation Schedule) of the Agreement is amended and attached hereto.
2. Effective Date. This Amendment shall become effective on January 1, 2021, and renew with and under the terms of the Agreement.
3. Use of Defined Terms. Terms utilized in this Amendment shall have the same meaning set forth in the definitions to the Agreement.
4. Full Force and Effect. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect.

This Amendment is in addition to, and does not replace or supersede, the Agreement between Health Plan and Provider filed with Health Plan. All conditions and provisions of the Agreement, except as specifically modified herein, shall remain binding. If there is any ambiguity or inconsistency between the documents not specifically addressed in this Amendment, the original Agreement shall be operative and enforced.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their officers thereunto duly authorized.

University of Washington Medical Center

By:  _____
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Jacqueline Cabe

Its: CFO, UW Medicine

Date: 12/21/2020

Molina Healthcare of Washington, Inc.

By:  _____
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Andrew Nelson

Its: VP, Network Management

Date: 1/7/2021

EXHIBIT 1-A
Compensation Schedule - Medicaid (Version 1)

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with Health Plan's programs participation, on a fee-for-services basis, at the amounts set forth below, less any applicable Member co-payments, deductibles, co-insurance, or amounts paid or to be paid by other liable third parties, if any:

I. Hospital Services:

Inpatient Services:

One hundred two percent (102%) of the Provider's State of Washington Medicaid Fee-For-Service Program Inpatient payment rates in place at the time of delivery of services as known by Health Plan. Rates shall be updated and made retroactively effective to the 1st of the month in which Health Plan learns of Provider's revised rate be that through its own research or notification from Provider or State.

Outpatient Services:

One hundred percent (100%) of the Provider's State of Washington Medicaid Fee-For-Service Program Outpatient payment rate in place at the time of delivery of services. This Outpatient payment rate shall be applied for all Outpatient Services, except for those which are reimbursed according to specific State of Washington Medicaid Fee-For-Service Program fee schedules as they exist at the time services are rendered.

If there is no payment rate in the Provider's State of Washington Medicaid Fee-For-Service Program fee schedule as of the date(s) of service, payment shall be at one hundred percent (100%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program allowable rates, as of the date of service.

If there is no payment rate achieved in the above methodologies, reimbursement shall be paid at fifty percent (50%) of billed charges.

II. Professional Services:

Hospital & Clinic Based:

For Covered Services billed under one of Provider's tax identification numbers, reimbursement shall be at one hundred percent (100%) of the State of Washington Medicaid Fee-For-Service Program fee schedule in effect, as of the date of service.

If there is no payment rate in the Provider's State of Washington Medicaid Fee-For-Service Program fee schedule as of the date(s) of service, payment shall be at one hundred percent (100%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program allowable rates, as of the date of service.

If there is no payment rate achieved in the above methodologies, reimbursement shall be paid at fifty percent (50%) of billed charges.

EXHIBIT 1-B
Compensation Schedule - Medicare (Version 1)

Health Plan agrees to compensate Provider on a fee-for-service basis for Covered Services provided in accordance with the Medicare Advantage Product, that are determined by Health Plan to be payable and submitted on a Clean Claim, less any applicable Member co-payments, deductibles, co-insurance, or amounts paid or to be paid by other liable third parties, if any, at an amount equivalent to the Medicare Fee-For-Service Program allowable payment rates (adjusted for place of service or geography), as of the Date of Service. The Medicare Fee-For-Service Program allowable payment rate deducts any cost sharing amounts, including, but not limited to, co-payments, deductibles, co-insurance, or amounts paid or to be paid by other liable third parties that would have been deducted if the Member were enrolled in the Medicare Fee-For-Service Program.

If there is no payment rate achieved in the above methodologies, reimbursement shall be paid at fifty percent (50%) of billed charges.

EXHIBIT 1-C

Compensation Schedule - Marketplace (Version 1)

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with Health Plan's programs participation, on a fee-for-services basis, at the lesser of; (i) Provider's allowable charge description master rate, or (ii) the amounts set forth below, less any applicable Member co-payments, deductibles, co-insurance, or amounts paid or to be paid by other liable third parties, if any:

I. Hospital Services:

Inpatient Services:

Neonatal Services: defined and any Inpatient encounter where MSDRG 789-794 is present, will pay at two hundred fifty percent (250%) of the existing Medicare MSDRG reimbursement rate. The Existing Medicare MSDRG reimbursement rate is defined as: the current Center for Medicare and Medicaid Services (CMS) Inpatient Prospective Payment System (IPPS) grouper, DRG weights and base rate (including wage index, operating, base capital, base Disproportionate Share Hospital (DSH) and capital indirect Medical Education (IME) adjustments) plus applicable outlier amounts using CMS outlier methodologies under Medicare as of the date of service.

All other covered Services shall be paid at an amount equivalent to one hundred seventy percent (170%) of the payment Provider would otherwise have been entitled to had the Covered Services been billed directly under the Medicare Fee-For-Service Program allowable payment rates, as of the date of service.

If there is no payment rate in the Medicare Fee-For-Service Program as of the date(s) of service, payment shall be at two hundred percent (200%) of the prevailing Medicaid Fee-For-Service Program allowable Inpatient rates, as of the date of service. Rates shall be updated and made retroactively effective to the 1st of the month in which Health Plan learns of Provider's revised rate be that through its own research or notification from Provider or State.

Outpatient Services:

Neutron Beam Services: defined as any of the following CPT codes: 77422, 77423, 77424, 77425, 77336, 77280, 77417, will pay at two hundred fifty percent (250%) of the payment Provider would otherwise have been entitled to had the Covered Services been billed directly under the Medicare Fee-For-Service Program allowable payment rates, as of the date(s) of service.

All other covered Services shall be paid at an amount equivalent to one hundred seventy percent (170%) of the payment Provider would otherwise have been entitled to had the Covered Services been billed directly under the Medicare Fee-For-Service Program allowable payment rates, as of the date of service.

If there is no payment rate in the Medicare Fee-For-Service Program as of the date(s) of service, payment shall be at two hundred percent (200%) of the prevailing Medicaid Fee-For-Service Program allowable Outpatient payment rates, as of the date of service. Rates shall be updated and made retroactively effective to the 1st of the month in which Health Plan learns of Provider's revised rate be that through its own research or notification from Provider or State.

If there is no payment rate achieved in the above methodologies, reimbursement shall be paid at fifty percent (50%) of billed charges.

II. Professional Services:

Hospital and Clinic Based:

Covered Services shall be paid at one hundred seventy percent (170%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect, as of the date of service.

If there is no payment rate in the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on the date of service, payment shall be at two hundred percent (200%) of the Medicaid Fee-For-Service Program fee schedule in effect, as of the date of service.

If there is no payment rate achieved in the above methodologies, reimbursement shall be paid at fifty percent (50%) of billed charges.