

**Amendment to Molina Healthcare of Washington, Inc.
(Formerly Qualmed Washington Healthplan, Inc.)
Hospital Agreement**

This Amendment to Hospital Services Agreement (the "Amendment") is made and entered into by and between Molina Healthcare of Washington, Inc. (MHW) (formerly QualMed Washington Health Plan, Inc. (QM)), and Harborview Medical Center (Hospital), under which Hospital provides Healthcare Services to MHW Members.

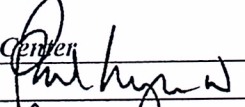
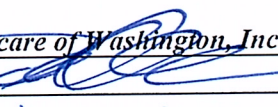
RECITALS

- A. 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, Northwest Hospital and Medical Center, Valley Medical Center, UW Physicians, the University of Washington School of Medicine, UW Neighborhood Clinics, and Airlift Northwest (collectively, "UW Medicine Component Units");
- B. The parties have previously entered into that certain Hospital Services Agreement dated February 26, 1996 (the "Agreement").
- C. The parties hereby agree to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the promises, covenants and warranties stated herein, Health Plan and Provider agree as follows:

1. Attachment A (Contracted Rates) of the Agreement is deleted and replaced with Attachment A (Contracted Rates), attached hereto.
2. Effective Date. This Amendment shall be effective September 1, 2015 through August 31, 2017.
3. Use of Defined Terms. Capitalized terms utilized in this Amendment shall have the same meanings ascribed to such terms in the Agreement.
4. Agreement Remains in Full Force and Effect. Except as set forth in this Amendment, the Agreement is unaffected and shall 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.

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

<i>Harborview Medical Center</i>		<i>Molina Healthcare of Washington, Inc.</i>	
Provider Signature:		Molina Signature:	
Signatory Name (Printed):	PAUL HAYES, D	Signatory Name (Printed):	PETER ADLER
Signatory Title (Printed):	Exec Director	Signatory Title (Printed):	PRESIDENT
Signature Date:	8/7/15	Signature Date:	8/11/15

ATTACHMENT A

Contracted Rates

All Covered Services provided by Hospital shall be reimbursed by MHW according to the following, less applicable Member deductible, co-payments, co-insurance, amounts paid or to be paid by other liable third parties, if applicable. Unless specifically stated otherwise in the Agreement or Provider Manual, billing and reimbursement policies will adhere to HCA rules.

Healthy Options, Basic Health Plus, State Children's Health Insurance Program, and Aged, Blind, Disabled and Presumptive SSI (Includes Washington Medicaid Integration Partnership):

Inpatient Services

One hundred two percent (102%) of Hospital's HCA Inpatient payment rates in place at the time of delivery of services as known by MHW. Rates shall be updated and made retroactively effective to the 1st of the month in which MHW learns of Hospital's revised rate be that through its own research or notification from Hospital or State.

The application of any HSNA restorations or increases shall occur upon direction by HCA to MHW.

Outpatient Services

One hundred percent (100%) of the Hospital's HCA Outpatient payment rate in place at the time of delivery of services. Rates shall be updated and made retroactively effective to the 1st of the month in which MHW learns of Hospital's revised rate, be that through its own research or notification from Hospital or State.

The application of any HSNA restorations or increases shall occur upon direction by HCA to MHW.

Professional Services

For such services billed on a CMS form 1500 or its successors under the Hospital's tax identification numbers, reimbursement shall be one hundred percent (100%) of the amount that would be received by accepting Washington HCA payment rates in place at the time services are rendered for professional providers.

Edward Thomas House Services

For HCPC code G9006 (Coordinated Care Fee, Home Monitoring) - \$250 per day.

Basic Health:

Inpatient Services

One hundred two percent (102%) of Hospital's HCA Inpatient payment rates in place at the time of delivery of services as known by MHW, without the application of HSNA restoration or increases, referred to by HCA as the "Reduced Fee Schedule." Rates shall be updated and made retroactively effective to the 1st of the month in which MHW learns of Hospital's revised rate be that through its own research or notification from Hospital or State.

Outpatient Services

One hundred two percent (102%) of Hospital's HCA Outpatient payment rate in place at the time of delivery of services as it applies to OPPS without the application of HSNA restoration or increases, referred to by HCA as the "Reduced Fee Schedule." This Outpatient payment rate shall be applied for all Outpatient Services,

Professional Services

For such services billed on a CMS form 1500 or its successors under the Hospital's tax identification numbers, reimbursement shall be one hundred two percent (102%) of the amount that would be received by accepting Washington HCA payment rates in place at the time services are rendered for professional providers.

Medicare Advantage, Medicare Advantage Special Needs Plan ("Medicare Programs"):

All Medicare Covered Services shall be paid at one hundred percent (100%) of the amount that would be received by accepting current Medicare payment rates in place at the time services are rendered.