

## 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 Kadlec Regional Medical Center (“Provider”).

**Whereas**, Health Plan and Provider entered into a Hospital Services Agreement (“Agreement”), February 10, 2021, as amended.

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

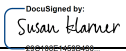
**Now therefore**, in consideration of the rights and obligations contained herein, the parties to this Amendment, intending to be legally bound, do hereby agree as follows:

1. Exhibit 1s (Compensation Schedule) of the Agreement is amended and attached hereto.
2. Effective Date. This Amendment shall become effective on January 1, 2022, 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.


Kadlec Regional Medical Center

By:   
susan klarner

Its: SVP, Contracting

Date: 10/14/2021

Molina Healthcare of Washington, Inc.

By:   
Andrew Nelson

Its: VP, Network Management

Date: 10/19/2021

## **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 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:**

One hundred percent (100%) 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 1<sup>st</sup> 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.

Notwithstanding the above, in no event will payment for any Covered Service exceed an amount equivalent to the Medicare Fee-For-Service Program allowable payment rate set forth by CMS (adjusted for locality or geography), 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 on the date of service.

Notwithstanding the above, in no event will payment for any Covered Service exceed an amount equivalent to the Medicare Fee-For-Service Program allowable payment rate set forth by CMS (adjusted for locality or geography), 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.

#### **III. Ambulatory Surgery Center:**

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 on the date of service.

Notwithstanding the above, in no event will payment for any Covered Service exceed an amount equivalent to the Medicare Fee-For-Service Program allowable payment rate set forth by CMS (adjusted for locality or geography), 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 the lesser of: (i) Provider's billed charges; or (ii) at an amount equivalent to one hundred eight percent (108%) of 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 – Molina Marketplace (Version 1)**  
**Effective January 1, 2021 through December 31, 2021**

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:**

Covered Services shall be paid at an amount equivalent to one hundred sixty-seven and four tenths percent (167.4%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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:**

Covered Services shall be paid at an amount equivalent to one hundred sixty-seven and four tenths percent (167.4%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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 sixty-seven and four tenths percent (167.4%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.

**III. Ambulatory Surgery Center:**

Covered Services shall be paid at one hundred sixty-seven and four tenths percent (167.4%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.

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**I. Hospital Services:**

**Inpatient Services:**

Covered Services shall be paid at an amount equivalent to one hundred seventy-three percent (173%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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:**

Covered Services shall be paid at an amount equivalent to one hundred seventy-three percent (173%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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-three percent (173%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.

**III. Ambulatory Surgery Center:**

Covered Services shall be paid at one hundred seventy-three percent (173%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.

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**I. Hospital Services:**

**Inpatient Services:**

Covered Services shall be paid at an amount equivalent to one hundred eighty percent (180%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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:**

Covered Services shall be paid at an amount equivalent to one hundred eighty percent (180%) 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 one hundred sixty-nine percent (169%) 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 1<sup>st</sup> 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 eighty percent (180%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.

**III. Ambulatory Surgery Center:**

Covered Services shall be paid at one hundred eighty percent (180%) of the prevailing local and geographically adjusted Medicare Fee-For-Service Program fee schedule in effect on 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 one hundred sixty-nine percent (169%) of the Medicaid Fee-For-Service Program fee schedule in effect on 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.