# AMENDMENT TO MOLINA HEALTHCARE OF WASHINGTON, INC. 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, effective November 1, 2009 ("Agreement");

Whereas, Health Plan and Provider now desire to amend the Agreement to clarify the reimbursement rates for services.

**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. Attachment D-X (Compensation Schedule) shall be deleted in its entirety and replaced with Attachment D-X (Compensation Schedule), attached hereto.
- 2. This Amendment shall become effective on January 1, 2018, and renew with and under the terms of the Agreement.
- 3. <u>Use of Defined Terms</u>. Terms utilized in this Amendment shall have the same meaning set forth in the definitions to the Agreement.
- 4. <u>Full Force and Effect</u>. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect.

This Amendment is in addition to 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		Molina Healthcare of Washington, Inc.
By:	Carladunise Edwards	By:
	Carladenise Edwards	Peter Adler
Its:	SVP, Contracting	Its: President
Date:	12/15/2017	Date: $\frac{12/(8/2017)}{2}$

# ATTACHMENT D-X Compensation Schedule Effective January 1, 2018 through December 31, 2018

# MOLINA HEALTH BENEFIT EXCHANGE PROGRAM

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with the Molina Health Benefit Exchange Product program, 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:

# Molina Health Benefit Exchange Product:

#### **Inpatient Services:**

Covered Services shall be paid at an amount equivalent to one hundred fifty three percent (153%) 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.

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(s) 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 fifty three percent (153%) of the payment Provider would otherwise have been entitled to had the Covered Services been billed directly under the prevailing local and geographically adjusted Medicare Fee-For-Service fee schedule, as of the date(s) 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 six-nine percent (169%) of the prevailing Medicaid Fee-For-Service Program allowable Outpatient payment rates, as of the date(s) 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.

#### **Professional Services:**

# **Hospital and Clinic Based**

Covered Services shall be paid at an amount equivalent to one hundred fifty three percent (153%) of the payment Provider would otherwise have been entitled to had the Covered Services been billed directly under the prevailing local and geographically adjusted Medicare Fee-For-Service fee schedule, as of the date(s) of service.

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# ATTACHMENT D-X Compensation Schedule Effective January 1, 2019 through December 31, 2019

# MOLINA HEALTH BENEFIT EXCHANGE PROGRAM

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with the Molina Health Benefit Exchange Product program, 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:

# Molina Health Benefit Exchange Product:

#### **Inpatient Services:**

Covered Services shall be paid at an amount equivalent to one hundred fifty seven percent (157%) 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.

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(s) 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.

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#### **Professional Services:**

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# ATTACHMENT D-X Compensation Schedule Effective January 1, 2020

# MOLINA HEALTH BENEFIT EXCHANGE PROGRAM

Health Plan agrees to compensate Provider for Clean Claims for Covered Services rendered to Members, in accordance with the Molina Health Benefit Exchange Product program, 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:

# Molina Health Benefit Exchange Product:

#### **Inpatient Services:**

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#### **Professional Services:**

#### Hospital and Clinic Based

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