

**INDEPENDENCE  
HOSPITAL  
FEE SCHEDULE ADVISORY AND AMENDMENT  
2021**

This Advisory and Amendment (“2021 Amendment”), effective July 1, 2021, modifies certain compensation and other provisions of your Independence Member Hospital Agreement or Managed Care Hospital Agreement, as may have been amended, (collectively “Provider Agreement”) with Keystone Health Plan East, AmeriHealth HMO, Inc., and QCC Insurance Company (collectively referred to herein as “Independence”).

**I. Fee Schedules**

Beginning July 1, 2021, Independence is updating its hospital provider fee schedule, as outlined on the Provider Engagement, Analytics & Reporting (PEAR) portal. The impact to your reimbursement, based on these changes to our hospital provider fee schedule, will vary based on the mix of services you provide. Please refer to the fee schedule documents, which are available on the PEAR portal. Select Resources in the General PEAR help section of the Help Center. Click “Generic Fee Schedule” for a link to see all available fee schedules.

**II. Amendment to your Provider Agreement**

As previously communicated in *Partners in Health Update*<sup>SM</sup> on March 18, 2021, Independence is required to ensure all Provider Agreements comply with the transparency provisions of the Consolidated Appropriations Act of 2021. Effective immediately, in accordance with the Consolidated Appropriations Act of 2021 and with the amendment provisions of your Provider Agreement which permit Independence to unilaterally amend the Provider Agreement when required by legislative and regulatory requirements, the change set forth in this 2021 Amendment shall constitute an amendment to the Provider Agreement, including the following.

1. To the extent not already included in your Provider Agreement, a new section, **Exceptions to Confidentiality Obligations** will be added to the confidentiality provision of your Provider Agreement to read as follows:

**Exceptions to Confidentiality Obligations.** The obligations imposed on the Parties in this Provider Agreement shall not restrict or limit disclosures made by the Receiving Party that are either: (a) required by applicable laws or a governmental authority; or (b) compelled by a court order or a governmental order, provided that the Receiving Party being compelled to disclose any such information shall (i) give prompt notice after learning of the need therefore to the Disclosing Party (if allowed by applicable law), (ii) disclose only that portion of the Disclosing Party’s Confidential Information that the Receiving Party’s legal counsel advises is legally necessary to comply with such laws or governmental authority, and (iii) assist the Disclosing Party if it chooses to object to such disclosure.

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2. In the event of a conflict between any specific provision of this 2021 Amendment and the Provider Agreement, the terms of this 2021 Amendment shall control as to the subject matter contained herein.

3. Capitalized terms not defined herein shall have the same meanings ascribed to them in the Provider Agreement.

4. If you accept these changes, you do not need to take any further action. We will consider receipt of this 2021 Amendment your acceptance of the new fee schedule rates and amendment. If you do not wish to accept these fee schedule changes or the amendment, you may reject them in their entirety by providing written notice of your intention to terminate your Provider Agreement within thirty (30) days from the date of this 2021 Amendment. The termination will be effective July 1, 2021. To decline the changes, please send a written notice of your intent to terminate your Provider Agreement to:

Paul Staudenmeier  
Vice President, Total Value Contracting and Reimbursement  
Independence Blue Cross  
1901 Market Street, 27th floor  
Philadelphia, PA 19103