

**ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC and  
BLUE CROSS BLUE SHIELD OF VERMONT COMMERCIAL NEXT GENERATION  
AND PRIMARY POPULATION BASED  
ACO PROGRAM ADDENDUM**

**THIS BLUE CROSS BLUE SHIELD OF VERMONT (“BCBSVT”) COMMERCIAL NEXT GENERATION AND PRIMARY POPULATION BASED ACO PROGRAM ADDENDUM** (“ACO Program Addendum”) is attached to and made part of the First Amended and Restated OneCare Vermont Accountable Care Organization, LLC (“ACO”) Risk Bearing Participant and Preferred Provider Agreement (“Participant Agreement”) in place between ACO and Participant or Preferred Provider (collectively, the “Parties”). To the extent any terms of this ACO Program Addendum conflict with terms of the Participant Agreement that are not explicitly amended herein, the applicable terms of this ACO Program Addendum shall control. Where amendments are explicitly made, the terms of the ACO Program Addendum shall control.

**BACKGROUND**

ACO has entered into the Commercial Next Generation and Primary Population Based ACO Program Agreement (“BCBSVT Program Agreement”) with BCBSVT through which the ACO will participate in an alternative payment and population health management program with BCBSVT (the “Program”), as described in the BCBSVT Program Agreement to be available on the ACO Provider Portal and incorporated by reference into this ACO Program Addendum. ACO, Participant and Preferred Provider agree to participate in the Program as provided herein and are committed to performing ACO Activities, as that term is defined in the Program Agreement.

The BCBSVT Program Agreement includes a Risk Cohort and a Non-Risk Cohort. The Risk Cohort is comprised of BCBSVT members who are covered by: (1) a Qualified Health Plan; (2) a Fully Insured Large Group plan; (3) a Blue Edge Enterprise Group plan; or (4) a Self-Insured Large Group plan where the group has not opted out of a risk arrangement. The Non-Risk Cohort is comprised of BCBSVT members in Self-Insured Large Group/ASO plans that have opted out of the risk cohort of the Program.

**NOW, THEREFORE**, the Parties agree as follows:

**1.0 BCBSVT PROGRAM PARTICIPATION**

**1.1 Participation.** Participant and Preferred Provider agree to participate in the Program, to engage in the ACO Activities required for each cohort, to comply with the applicable terms

of the Program as set forth in the BCBSVT Program Agreement and to comply with all applicable laws and regulations. This compliance includes, but is not limited to, compliance with the authorities listed below including the provisions of the BCBSVT Program Agreement, relating to the following: (1) participant exclusivity; (2) quality measure reporting; (3) continuous care improvement objectives for Participants and Preferred Providers; (4) voluntary attribution; (5) Beneficiary/Member freedom of choice; (6) participation in evaluation, shared learning, monitoring and oversight activities; (7) the ACO Compliance Plan; (8) continuity of benefits; (9) ACO Policies; and (10) audit and record retention requirements. Participant and Preferred Provider further agree that as part of their participation in the BCBSVT Program and their BCBSVT provider agreements, they will not terminate a Beneficiary for any cause related to his/her health status or his/her need for medical services that result in utilization risk of the Participant or Preferred Provider.

- 1.2**    Updating Information. Participant and Preferred Provider are each required to update its BCBSVT enrollment information (including the addition and deletion of Providers, identified at the NPI level, that have reassigned to the Participant or Preferred Provider their right to BCBSVT payment) on a timely basis in accordance with BCBSVT requirements.
- 1.3**    Authority to Bind. Participant warrants that it has the authority to and does bind itself and its employees, including each Provider with an NPI number billing under its TIN who is included on the Program Participant List, to the Agreement and this Program Addendum. Preferred Provider warrants that it has the authority to and does bind itself and its employees, including each Provider with an NPI number whose services are billed under Preferred Provider's TIN, to the Agreement and this Program Addendum.
- 1.4**    Providers in Good Standing with BCBSVT. Participant and Preferred Provider will each, for itself and for each Provider associated with and billing individually or collectively under its TIN, maintain a current BCBSVT provider agreement in good standing and to be duly licensed and remain in good standing with the appropriate state licensing board.
- 1.5**    Contracting Exclusivity. Subject to the Program exclusivity requirements, ACO will not prohibit a Participant, Preferred Provider or provider from contracting with other state or commercial contractors.
- 1.6**    Required Notices. Participants and Preferred Providers will provide ACO with the following notices:

1.6.1 All relevant information about any changes to BCBSVT enrollment information, within thirty (30) days after the change.

1.6.2 All pertinent information about any investigation or sanction by the government, BCBSVT or any licensing authority (including, without limitation, the imposition of program exclusion, debarment, civil monetary penalties, corrective action plans, and revocation of billing privileges) that could materially impact the ability to perform under this Program Addendum immediately upon becoming aware of the triggering event.

**1.7** Exclusivity. The exclusivity of the ACO Participants and ACO Preferred Providers is based on Program exclusivity requirements. ACO Participants or ACO Preferred Provider Participants that are themselves, or who include within their TIN, Providers who are “Primary Care Providers”, as defined by the BCBSVT Program Agreement, may not participate in any other BCBSVT Population participating ACO while a party to this Program Addendum. By way of examples, an individual Primary Care Provider who bills primary care services under an individual TIN must be exclusive to a single ACO. An individual Primary Care Provider who assigns billing or collection to a group practice with a separate TIN must be exclusive to the same ACO and the ACO Participant that contains the Primary Care Provider must also be exclusive to the same ACO. If an ACO Participant and the associated Providers who assign billings to the ACO Participant do not contain Primary Care Providers, the ACO Participant and the non-Primary Care Providers are not required to be exclusive.

## **2.0 PAYMENT**

**2.1** Form of Payment. Participant and Preferred Provider will be paid according to the BCBSVT normal payment methodology unless otherwise provided in the Program of Payment. Annually, at least 60 days before the Performance Year termination or non-renewal deadline, as set forth in the Agreement, ACO will develop and provide Participants and Preferred Providers with a Program of Payment. Participation in ACO may result in a change to the methodology or level of payment for delivering services to Beneficiaries whether payment is made by ACO, BCBSVT, a combination of the two, or ACO’s delegate. All payment methodologies and formulas will be made pursuant to a Program of Payment approved by the Board of Managers after receiving the necessary Program financial information from BCBSVT. The Board of Managers reserves the right to amend or alter the Program of Payment at any time as a result of material changes in ACO’s circumstances, such as BCBSVT changing its financial commitments to ACO mid-

Performance Year or a regulatory directive to make changes.

a. Additionally, on the schedule set forth in Section 2.1 above, ACO will provide each non-fee-for-service Participant, in writing, a description of the preliminary Program of Payment applied to the individual Participant and an estimated Maximum Risk and Sharing Limit specific for the individual Participant, based on the information available from Payer and other available data sources at that time. These estimates will contain sufficient data for an informed decision on participation and to be used for budgeting and planning by Participants. As soon as practical after the first day of a Performance Year when final attribution information has been provided to ACO by Payer, the Board of Managers will approve a final budget and Program of Payment for Participants. Each Participant will then execute an Exhibit 1 to this Program Addendum encompassing its individual final payment model and Final Maximum Risk and Sharing Limit. A Participant's Final Maximum Risk and Sharing Limit may not be amended without the Participant's consent.

b. Exception for Non-Risk Cohort. For the Non-Risk Cohort, the 2023 Program of Payments is not applicable. Instead, each Attributing Participant will be paid Primary Care Support funding as set forth in Attachment 1.

**2.2** Payment in Full. Participant and Preferred Provider will collect applicable copayments, coinsurance and/or deductibles from Beneficiaries/Members in accordance with their BCBSVT benefits which are not affected by this Program and agree to accept any applicable copayment, coinsurance and/or deductible together with the payments provided for under this ACO Program Addendum as full reimbursement for services rendered.

**2.3** Claims Submission. Participant and Preferred Provider will submit claims to BCBSVT in accordance with timely filing rules and in accordance with BCBSVTs applicable policies, but will receive reimbursement for services within the Program, as outlined in this Section 2.0 and the Program of Payment for the applicable Performance Year.

**2.4** Services Outside the Program. The services included in the Program will be based on the allowed claims incurred for each Exchange-offered product in a manner consistent with ACO strategy and approved by the Board of Managers. Exclusions include claims allowable under separate benefit riders.

- 2.5** Beneficiary Appeals and/or Grievances. Beneficiaries/Members retain their rights to appeal claims determinations in accordance with the terms of their benefit policies and Participant and Preferred Provider remain bound by the terms of their BCBSVT provider agreements as to Beneficiary/Member grievances and appeals.

### **3.0 TERM, REMEDIAL ACTION AND TERMINATION**

- 3.1** Term. The term of this Program Addendum shall commence on January 1, 2023, and shall run through the last date of the Performance Year for the Program, or December 31, 2023. Thereafter, this Agreement may be extended as agreed by the Parties.

**3.2** Remedial Action.

- a. ACO may take remedial action against the Participant or Preferred Provider including, but not limited to, imposition of a corrective action plan ("CAP"), reduction of payments, elimination of payments, offset of payments, denied access to ACO data systems, and termination of the ACO's Participant Agreement or this Program Addendum with the Participant or Preferred Provider to address material noncompliance with the terms of the Program or program integrity issues identified by ACO, the Green Mountain Care Board, or BCBSVT.
- b. Participant or Preferred Provider with a dispute relating to ACO's performance of its obligations under this ACO Program Addendum, may appeal through the ACO Appeals Policy, if applicable, or initiate a dispute under the dispute resolution process of the applicable Program Agreement. Participant or Preferred Provider may not appeal or dispute any matter that ACO may not appeal or dispute under the BCBSVT Program Agreement.

- 3.3** Termination. This Program Addendum will automatically terminate if the Participant Agreement terminates or if the Participant or Preferred Provider becomes ineligible to participate in BCBSVT, for any reason. This Program Addendum will terminate prior to the end of Term, if BCBSVT requires the ACO to remove the Participant or Preferred Provider from the approved list of providers.

- a. Participant or Preferred Provider may terminate this Program Addendum, consistent with the Agreement's provisions and ACO Policies relating to Core ACO Programs, for any Performance Year, if after receiving the initial Program

of Payment and preliminary Maximum Risk and Sharing Limit, it does not wish to remain in this ACO Program. To terminate under this provision, Participant or Preferred Provider must provide written notice to ACO on or before August 31<sup>st</sup> of the year before the Performance Year commences (should BCBSVT provide additional time to ACO to provide a final list of participating providers, ACO will adjust that deadline as permitted by the Program). By way of example, if a Participant or Preferred Provider wishes to terminate effective for Performance Year 2020, and ACO does not extend the deadline, notice must be given by August 31, 2019. Should Participant or Preferred Provider terminate or non-renew for any Performance Year, it will have no financial obligation to ACO for the Performance Year as to which it terminated or non-renewed, but must comply with Section 3.4.

- b. ACO may terminate this ACO Program Addendum if, after evaluating the network of participants and the final financial terms for the ACO Program from BCBSVT, it determines not to participate in the ACO Program and provides that notice to BCBSVT in accordance with their deadline for ACOs to decline participation.

**3.4** Close-Out, Performance Year Obligations. In the event this Program Addendum is terminated or expires, Participant and Preferred Provider agree to complete a close-out process by furnishing all quality measure reporting data, including all claims or encounters for services rendered to Beneficiaries/Members, to ACO and to BCBSVT. Moreover, Participant, Preferred Provider and ACO will be required to meet all financial obligations for the Performance Year when notice is given, including Shared Losses and Savings.

*[The remainder of this page is left intentionally blank]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the duly authorized officers to be effective as of January 1, 2023.

**ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Victoria E. Loner  
Chief Executive Officer

**PARTICIPANT/PREFERRED PROVIDER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Business Name:

TIN:

**Attachment 1**  
**Payment Terms**  
**Effective January 1, 2023 – December 31, 2023**

**1. General Information**

- a. Exhibit A PY 2023 Program of Payment is hereby superseded with the following payment terms for the BCBSVT Non-Risk Cohort.
- b. As outlined in the BCBSVT Program Agreement, BCBSVT will provide per member per month payments to ACO for Attributed Lives in the Non-Risk Cohort. Receipt of those funds from BCBSVT is a condition of payment to Participant and Preferred Providers; should BCBSVT not provide payment to ACO, ACO is not liable to provide payment to Participant or Preferred Provider.

**2. Non-Risk Cohort Payments**

For each Non-Risk Cohort BCBSVT Attributed Life, OneCare shall pay the Attributing Participant a Primary Care Support Funding of \$3.25 (three dollars and twenty-five cents) per Assigned Life per month (PMPM). This PMPM funding is based on information provided to the ACO by BCBSVT on a monthly basis and ACO relies on that information to generate payment. BCBSVT will determine the Attributed Lives by utilizing the criteria in Attachment A, Patient Attribution Methodology, of the BCBSVT Program Agreement.