

Accountable Care Organization Name: OneCare Vermont Accountable Care Organization LLC

Performance Period of Report: 1/1/2021 – 12/31/2021

Total Payer Contracts for Performance Period: Five

Date of Report Submission: 10/1/2020

Instructions: This report seeks to determine whether the ACO's payer contracts meet the requirements of a Scale Target ACO Initiative (defined in Section 6.b of the All-Payer ACO Model Agreement; items marked with * are required elements to be deemed a qualifying Scale Target ACO Initiative) and to assess programmatic alignment across the ACO's payer contracts. Complete the table below for each payer contract. Each response must reference the relevant section(s) of the payer contract. Where the form refers to appendices, complete the appendices for all payer contracts (see *B19 ACO Scale Target Initiatives and Program Alignment – Appendices A and B*).

Payer Contract: Vermont All-Payer ACO Model Vermont Medicare ACO Initiative Participant Agreement (Medicare) Contract Period: 1/1/2021 to 12/31/2021 Date Signed: TBD – contract pending
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * Yes
Does shared savings arrangement meet minimum requirements of 30% of the difference between actual and expected spending (see Section 6.b of the All-Payer ACO Model Agreement)? * Yes
Describe shared savings and shared risk arrangement(s): Two-sided, 2% risk corridor, 100% sharing
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): AIPBP and FFS
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: AIPBP for eligible participants; FFS for everyone else
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>Complete Appendix A, Services Included in Financial Targets, for all ACO-payer contracts. (Services must be comparable to All-Payer Financial Target Services as defined in section 1.f of the All-Payer ACO Model Agreement, to qualify as Scale Target ACO Initiative) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * Yes
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): Value Based Incentive Fund and Population Health Management payments
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: Claims-based evaluation
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: (1) It is the policy of OneCare to maintain the confidentiality, integrity, and availability of the protected health information of its participants' patients in accordance with state and federal laws. (2) OneCare is obligated under federal and state law, and under data use and other agreements, to limit the use and disclosure of beneficiary information to activities within the ACO. (3) OneCare will inform its network participants that attributed patients are not to be assessed payment liability for covered services per the appropriate payer program contract and OneCare's debts or subcontractor's debts in the event of the entity's insolvency. (4) OneCare provides patients attributed to OneCare's providers with an effective process for addressing complaints, grievances and appeals with OneCare for all payer programs. (5) OneCare will develop and maintain a Patient and Family Advisory Group that will bring together consumers from the communities served by OneCare to

engage in discussions about their health care in an effort to improve their experiences and discuss how ACO policy might be designed to improve those experiences. (6) The ACO shall require its Initiative Participants and Preferred Providers to make Medically Necessary Covered Services available to Beneficiaries in accordance with applicable laws, regulations and guidance. Beneficiaries and their assignees retain their right to appeal claims determinations in accordance with 42 CFR Part 405, Subpart I; The ACO and its Initiative Participants and Preferred Providers shall not take any action to avoid treating At-Risk Beneficiaries or to target certain Beneficiaries for services with the purpose of trying to ensure alignment in a future Performance Year. (7) ACO shall not commit any act or omission, nor adopt any policy, that inhibits Beneficiaries from exercising their freedom to obtain health services from providers and suppliers who are not Initiative Participants or Preferred Providers. (8) ACO is prohibited from providing gifts or other remuneration to Beneficiaries to induce them to receive or continue to receive items or services from the ACO, Initiative Participants, or Preferred Providers. (9) The ACO shall maintain the privacy and security of all Initiative-related information that identifies individual Beneficiaries in accordance with the Health Insurance Portability and Accountability Act ("HIPAA") Privacy and Security Rules and all relevant HIPAA Privacy and Security guidance applicable to the use and disclosure of PHI by covered entities, as well as applicable state laws and regulations.

Contract and Policy Reference(s): TBD – contract pending

Payer Contract: State of Vermont, Contract for Personal Services (DVHA Medicaid) Contract Period: 1/1/2021 to 12/31/2021 Date Signed: TBD – contract pending
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * Yes
Does shared savings arrangement meet minimum requirements of 30% of the difference between actual and expected spending (see Section 6.b of the All-Payer ACO Model Agreement)? * Yes
Describe shared savings and shared risk arrangement(s): Traditional Attribution Cohort: Two-sided, 2% risk corridor, 100% ACO risk for TCOC within risk corridor. Expanded Attribution Cohort: Two-sided, 1% upside risk corridor and 1% downside risk corridor, 100% ACO risk for TCOC within risk corridor
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): AIPBP and FFS
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: AIPBP for eligible participants, FFS for everyone else
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>Complete Appendix A, Services Included in Financial Targets, for all ACO-payer contracts. (Services must be comparable to All-Payer Financial Target Services as defined in section 1.f of the All-Payer ACO Model Agreement, to qualify as Scale Target ACO Initiative) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * Yes
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): Value Based Incentive Fund and Population Health Management payments
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: Claims-based evaluation and geographically-based evaluation
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: Describe patient protections included in ACO contracts or internal policies: (1) It is the policy of OneCare to maintain the confidentiality, integrity, and availability of the protected health information of its participants' patients in accordance with state and federal laws. (2) OneCare is obligated under federal and state law, and under data use and other agreements, to limit the use and disclosure of beneficiary information to activities within the ACO. (3) OneCare will inform its network participants that attributed patients are not to be assessed payment liability for covered services per the appropriate payer program contract and OneCare's debts or subcontractor's debts in the event of the entity's insolvency. (4) OneCare provides patients attributed to OneCare's providers with an effective process for addressing complaints, grievances and appeals with OneCare for all payer programs. (5) OneCare will develop and maintain a Patient and Family Advisory Group that will

bring together consumers from the communities served by OneCare to engage in discussions about their health care in an effort to improve their experiences and discuss how ACO policy might be designed to improve those experiences. (6) OneCare agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary. (7) OneCare does not limit attributed members to its network of Participating Providers. (8) OneCare shall ensure members are not held liable for covered services which the ACO is responsible for which the ACO does not pay the provider or for ACO's debts or subcontractor's debts in the event of insolvency; ACO shall ensure participating providers do not balance bill its members. (9) ACO shall not discriminate against members; will adhere to Member's rights; arrange for interpretation services as required; maintain cultural competency; adhere to advance directives; maintain an internal grievance and appeals process.

Contract and Policy Reference(s): TBD – contract pending

Payer Contract: Blue Cross and Blue Shield of Vermont Next Generation ACO Program Agreement (BCBSVT QHP) Contract Period: 1/1/2021 to 12/31/2021 Date Signed: TBD – contract pending
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * Yes
Does shared savings arrangement meet minimum requirements of 30% of the difference between actual and expected spending (see Section 6.b of the All-Payer ACO Model Agreement)? * Yes
Describe shared savings and shared risk arrangement(s): [REDACTED] risk corridor with [REDACTED] savings/risk [REDACTED]
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): FFS; Fixed Prospective Payment Pilot
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: Fixed prospective payments for those participating in the pilot; fee for service for everyone else
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>Complete Appendix A, Services Included in Financial Targets, for all ACO-payer contracts. (Services must be comparable to All-Payer Financial Target Services as defined in section 1.f of the All-Payer ACO Model Agreement, to qualify as Scale Target ACO Initiative) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * Yes
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): Quality Incentive Fund (VBIF)
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: [REDACTED]
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: Describe patient protections included in ACO contracts or internal policies: (1) Attributed Lives will be free to use their providers of choice to the extent permissible pursuant to the terms and conditions of their health benefit plans; ACO will not limit access to medically necessary covered services (defined by the terms and conditions of the health benefit plans) in an effort to solely control costs without respect to quality; ACO will engage patients and families, or other supportive parties, as appropriate, as partners in the care they receive, as well as in organizational quality improvement activities and leadership roles where appropriate; ACO will inform Attributed Lives of their Member Protections and will ensure those Attributed Lives 'Member Protections are fulfilled; ACO will be available to Attributed Lives if those Attributed Lives have questions or concerns related to ACO Activities; ACO will maintain a grievance process as required to comply with all applicable laws

and regulations (2) It is the policy of OneCare to maintain the confidentiality, integrity, and availability of the protected health information of its participants' patients in accordance with state and federal laws. (3) OneCare is obligated under federal and state law, and under data use and other agreements, to limit the use and disclosure of beneficiary information to activities within the ACO. (4) OneCare will inform its network participants that attributed patients are not to be assessed payment liability for covered services per the appropriate payer program contract and OneCare's debts or subcontractor's debts in the event of the entity's insolvency. (5) OneCare provides patients attributed to OneCare's providers with an effective process for addressing complaints, grievances and appeals with OneCare for all payer programs. (6) OneCare will develop and maintain a Patient and Family Advisory Group that will bring together consumers from the communities served by OneCare to engage in discussions about their health care in an effort to improve their experiences and discuss how ACO policy might be designed to improve those experiences.

Contract and Policy Reference(s): TBD – contract pending

Payer Contract: Commercial Next Generation Accountable Care Organization Program Agreement (MVP QHP) Contract Period: 1/1/2021 to 12/31/2021 Date Signed: TBD – contract pending
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * Yes
Does shared savings arrangement meet minimum requirements of 30% of the difference between actual and expected spending (see Section 6.b of the All-Payer ACO Model Agreement)? * Yes
Describe shared savings and shared risk arrangement(s): Shared savings arrangement only; [REDACTED] risk corridor, [REDACTED] sharing [REDACTED]
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): FFS
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: FFS
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>Complete Appendix A, Services Included in Financial Targets, for all ACO-payer contracts. (Services must be comparable to All-Payer Financial Target Services as defined in section 1.f of the All-Payer ACO Model Agreement, to qualify as Scale Target ACO Initiative) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * Yes
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): Quality measure results are factored into shared savings calculation
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: [REDACTED]
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: (1) Attributed Lives will be free to use their providers of choice to the extent permissible pursuant to the terms and conditions of their health benefit plans; ACO will not limit access to medically necessary covered services (defined by the terms and conditions of the health benefit plans) in an effort to solely control costs without respect to quality; ACO will engage patients and families, or other supportive parties, as appropriate, as partners in the care they receive, as well as in organizational quality improvement activities and leadership roles where appropriate; ACO will be available to Attributed Lives if those Attributed Lives have questions or concerns related to ACO Activities. To the extent ACO intends to provide Attributed Lives with any type of communication, Payer shall have the right to review and approve such communication in advance; ACO will maintain a grievance process as required to comply with all applicable laws and regulations (2) It is the policy of OneCare to maintain the confidentiality, integrity, and availability of the protected health information of its participants' patients in

accordance with state and federal laws. (3) OneCare is obligated under federal and state law, and under data use and other agreements, to limit the use and disclosure of beneficiary information to activities within the ACO. (4) OneCare provides patients attributed to OneCare's providers with an effective process for addressing complaints, grievances and appeals with OneCare for all payer programs. (5) OneCare will develop and maintain a Patient and Family Advisory Group that will bring together consumers from the communities served by OneCare to engage in discussions about their health care in an effort to improve their experiences and discuss how ACO policy might be designed to improve those experiences.

Contract and Policy Reference(s): TBD – contract pending

Payer Contract: Blue Cross and Blue Shield of Vermont Primary Population Based Accountable Care Organization Program Agreement (BCBSVT Primary) Contract Period: 1/1/2021 to 12/31/2021 Date Signed: TBD – contract pending
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * Yes
Does shared savings arrangement meet minimum requirements of 30% of the difference between actual and expected spending (see Section 6.b of the All-Payer ACO Model Agreement)? * Yes
Describe shared savings and shared risk arrangement(s): [REDACTED] risk corridor with [REDACTED] savings/risk [REDACTED]
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): FFS
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: FFS
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>Complete Appendix A, Services Included in Financial Targets, for all ACO-payer contracts. (Services must be comparable to All-Payer Financial Target Services as defined in section 1.f of the All-Payer ACO Model Agreement, to qualify as Scale Target ACO Initiative) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * Yes
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): Value Based Incentive Fund for risk cohort
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: For risk cohort: [REDACTED]
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: (1) Attributed Lives will be free to use their providers of choice to the extent permissible pursuant to the terms and conditions of their health benefit plans; ACO will not limit access to medically necessary covered services (defined by the terms and conditions of the health benefit plans) in an effort to solely control costs without respect to quality; ACO will engage patients and families, or other supportive parties, as appropriate, as partners in the care they receive, as well as in organizational quality improvement activities and leadership roles where appropriate; ACO will inform Attributed Lives of their Member Protections and will ensure those Attributed Lives 'Member Protections are fulfilled; ACO will be available to Attributed Lives if those Attributed Lives have questions or concerns related to ACO Activities; ACO will maintain a grievance process as required to comply with all applicable laws and regulations (2) It is the policy of OneCare to maintain the confidentiality, integrity,

and availability of the protected health information of its participants' patients in accordance with state and federal laws. (3) OneCare is obligated under federal and state law, and under data use and other agreements, to limit the use and disclosure of beneficiary information to activities within the ACO. (4) OneCare will inform its network participants that attributed patients are not to be assessed payment liability for covered services per the appropriate payer program contract and OneCare's debts or subcontractor's debts in the event of the entity's insolvency. (5) OneCare provides patients attributed to OneCare's providers with an effective process for addressing complaints, grievances and appeals with OneCare for all payer programs. (6) OneCare will develop and maintain a Patient and Family Advisory Group that will bring together consumers from the communities served by OneCare to engage in discussions about their health care in an effort to improve their experiences and discuss how ACO policy might be designed to improve those experiences

Contract and Policy Reference(s): TBD – contract pending

Accountable Care Organization Name: OneCare Vermont Accountable Care Organization LLC

Performance Period of Report: 1/1/2021 – 12/31/2021

Total Payer Contracts for Performance Period: Five

Date of Report Submission: 10/1/2020

Instructions: After completing *Form 1: Scale Target Initiatives and Program Alignment*, complete the Appendix A and Appendix B tables on the following pages for all ACO-payer contracts.

APPENDIX A: Services Included in Financial Targets

Category of Service or Expenditure Reporting Category	Vermont Medicare ACO Initiative*	VT Medicaid Next Gen ACO Program*	Commercial: BCBSVT QHP*	Commercial: BCBSVT Primary*	Commercial: MVP QHP*
Hospital Inpatient	X	X	X	X^	X
Mental Health/Substance Abuse - Inpatient	X	X	X	X	X
Maternity-Related and Newborns	X	X (except newborns)	X	X^	X
Surgical	X	X	X	X	X
Medical	X	X	X	X	X
Hospital Outpatient	X	X	X	X^	X
Hospital Mental Health / Substance Abuse	X	X	X	X	X
Observation Room	X	X	X	X	X
Emergency Room	X	X	X	X	X
Outpatient Surgery	X	X	X	X	X
Outpatient Radiology	X	X	X	X	X
Outpatient Lab	X	X	X	X	X
Outpatient Physical Therapy	X	X	X	X	X
Outpatient Other Therapy	X	X	X	X	X
Other Outpatient Hospital	X	X	X	X	X
Professional	X	X	X	X^	X
Physician Services	X	X	X	X	X
Physician Inpatient Setting	X	X	X	X	X
Physician Outpatient Setting	X	X	X	X	X
Physician Office Setting	X	X	X	X	X
Professional Non-physician	X	X	X	X	X
Professional Mental Health Provider	X	X	X	X	X
Post-Acute Care	X	X	X	X^	X
DME	X	X			
Dental					
Pharmacy					

*2021 contract pending; modifications may be submitted following signing of PY 2021 contracts

[Redacted Signature]

[Redacted Date]

APPENDIX B: Quality Measures

Quality Measure	Vermont Medicare ACO Initiative*	VT Medicaid Next Gen ACO Program*	Commercial: BCBSVT QHP*	Commercial: BCBSVT Primary*	Commercial: MVP QHP*
Screening for clinical depression and follow-up plan	X	X	X	X	
Tobacco use assessment and cessation intervention	X	X			
Hypertension: Controlling high blood pressure (ACO composite)	X				
Hypertension: HEDIS CBP, Controlling High Blood Pressure (Not an ACO composite measure).		X	X	X	X
Diabetes Mellitus: HbA1c poor control (ACO composite)	X				
Diabetes Mellitus: HEDIS CDC, Complete Diabetes Control. (Not an ACO Composite measure).		X	X	X	X
All-Cause unplanned admissions for patients with multiple chronic conditions (ACO composite)	X	X			
Consumer Assessment of Healthcare Providers and Systems (CAHPS) patient experience surveys*	X	X	X	X	X
% of Medicaid adolescents with well-care visits		X			
Adolescent Well Care Visits			X	X	X
30-day follow-up after discharge from emergency department for mental health	X	X	X	X	X
30-day follow-up after discharge from emergency department for alcohol or other drug dependence	X	X	X	X	X
Initiation of alcohol and other drug dependence treatment	X	X	X**	X**	X**
Engagement of alcohol and other drug dependence treatment	X	X	X**	X**	X**
Risk-standardized, all-condition readmission	X				
Skilled nursing facility 30-day all-cause readmission					
Influenza immunization	X				
Pneumonia vaccination status for older adults					
Colorectal cancer screening	X				
Number of asthma-related ED visits, stratified by age					
HEDIS: All-Cause Readmissions			X	X	X
Developmental screening in the first 3 years of life		X	X	X	
Follow-up after hospitalization for mental illness (7-Day Rate)		X	X	X	X
Falls: Screening for future fall risk					
Body mass index screening and follow-up					
All-cause unplanned admissions for patients with Diabetes					
All-cause unplanned admissions for patients with Heart Failure					
Breast cancer screening					
Statin therapy for prevention and treatment of Cardiovascular Disease					
Depression remission at 12 months					
Diabetes: Eye exam					
Ischemic Vascular Disease: Use of aspirin or another antithrombotic					
Acute ambulatory care-sensitive condition composite					

Medication reconciliation post-discharge					
Use of imaging studies for low back pain					
<i>Add Additional Measures as Needed</i>					

* 2021 contract pending

** Composite measure