

**Vermont All-Payer ACO Model**  
**Vermont Medicare ACO Initiative Participation Agreement**  
**Amendment to Section VIII.C., XIII.D.**

**2020 Amendment No. 2**

This amendment is made to the Vermont Medicare ACO Initiative Participation Agreement, as amended (the “Agreement”) between the CENTERS FOR MEDICARE & MEDICAID SERVICES (“CMS”) and OneCare Vermont ACO, LLC, an accountable care organization (“ACO”).

The United States is responding to an outbreak of a respiratory disease caused by a novel coronavirus, referred to as “coronavirus disease 2019” (“COVID-19”), which creates serious public health threats that have greatly impacted the U.S. health care system, presenting significant challenges for the health care community. On January 31, 2020, the Secretary of Health and Human Services declared a public health emergency (“PHE”) for the United States, retroactively effective from January 27, 2020, to aid the nation’s health care community in responding to COVID-19. CMS wishes to incorporate certain additional flexibilities into the Agreement to enable the ACO and its Initiative Participants and Preferred Providers to respond to the serious public health threats posed by the spread of COVID-19.

Specifically, as the COVID-19 outbreak continues to strain health care resources, CMS understands that the ACO may have limited capacity to continue normal operations, including meeting existing standards related to quality measure reporting under the Agreement. Because the PHE poses significant challenges and safety concerns in successfully administering the Consumer Assessment of Healthcare Providers and Systems (CAHPS) for ACOs patient survey, CMS wishes to amend the Agreement to remove the CAHPS for ACOs reporting requirement for PY2020, and to give the ACO automatic credit for the CAHPS for ACOs survey measures for purposes of determining the ACO’s total quality score for PY2020. CMS wishes to further amend the Agreement to remove the requirement of a financial guarantee for Performance Year 2020.

The Parties therefore hereby agree to amend the Agreement as set forth herein:

1. **Effect of Amendment.** All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the provisions of this amendment and the provisions of the Agreement, the provisions of this amendment shall prevail.
2. **Effective Date.** This amendment shall be effective when it is signed by the last party to sign it (as indicated by the date associated with that party’s signature).
3. **Quality Measure Reporting.** Section VIII.C.3 of the Agreement is hereby amended by inserting at the end the following:

*For Performance Year 2020, CMS waives the requirement to report results for the CAHPS survey listed in paragraph (a) of this Section VIII.C.3 and will assign automatic full credit for the CAHPS survey measures for purposes of determining the ACO's total quality score under Section VIII.A.*

**4. Financial Guarantee.** Section XIV.D.1 of the Agreement is hereby amended in its entirety to read as follows:

- 1. The ACO must have the ability to repay all Shared Losses and Other Monies Owed for which it may be liable under the terms of this Agreement and, with the exception of Performance Year 2020, shall provide a financial guarantee for each Performance Year in accordance with the terms set forth in Appendix H.*

[SIGNATURE PAGE FOLLOWS]

The signatory for the ACO certifies that he or she is authorized by the ACO to execute this amendment and to legally bind the ACO. This amendment may be signed by autopen or electronic signature (e.g., DocuSign or similar electronic signature technology) and may be transmitted by electronic means. Copies of this amendment that are so executed and delivered have the same force and effect as if executed with handwritten signatures and physically delivered. Each party is signing this amendment on the date stated opposite that party's signature. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this amendment.

**ACO:**

Date: 12/28/2020

By: *Vicki Loner*

Victoria E. Loner  
Name of authorized signatory

Chief Executive Officer  
Title

**CMS:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name of authorized signatory

\_\_\_\_\_  
Title