

Vermont All-Payer ACO Model

First Amended and Restated Vermont Medicare ACO Initiative Participation Agreement

Amendment to Sections II, X, XVIII, Appendix B and Appendix J.

2021 Amendment No. 1

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”). CMS wishes to amend the terms of the Agreement to set the ACO’s Savings/Losses Cap at 2% for Performance Years 2021 and 2022, extend the date by which the ACO may terminate the Agreement during a Performance Year without financial settlement for that Performance Year, make certain clarifying revisions to the Initiative Beneficiary Alignment and Benchmarking Methods (Appendix B), remove payment amounts for episodes of care for treatment of COVID-19 from the accrued expenditures used to calculate Shared Savings and Shared Losses for PY 2021 and PY2022, give CMS discretion to apply a retrospective trend in calculating the Performance Year Benchmark for PY 2021 and PY2022, apply the extreme and uncontrollable circumstances policy adopted for PY2020 to PY2021 and PY2022, and give CMS discretion to alter the calibration period for the All-Inclusive Population-Based Payments to account for anomalies and shifts in service utilization due to the Public Health Emergency for the COVID-19 pandemic as defined in 42 C.F.R. § 400.200.

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

1. **Effective Date.** Unless otherwise specified, 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).
2. **Definitions.** Section II of the Agreement is hereby amended to amend the definition of “Savings/Losses Cap” in its entirety to read as follows:

“Savings/Losses Cap” means the maximum allowable percentage of the ACO’s Performance Year Benchmark that will be paid to the ACO as Shared Savings or owed by the ACO as Shared Losses, as selected by the ACO for Performance Years 2019 and 2020 in accordance with Section X.A.2. and as specified in Part 3 of Appendix B for Performance Years 2021 and 2022, and subject to the application of the Risk Arrangement selected by the ACO in accordance with Section X.A.1.

3. **ACO Selections.** Section X.A.2 is hereby amended in its entirety to read as follows:

2. For Performance Years 2019 and 2020, the ACO's selected Savings/Losses Cap, between 5.0% and 15.0%;

4. **Financial Settlement upon Termination.** Section XVIII.D.3 of the Agreement is hereby amended in its entirety to read as follows:

3. *If the ACO voluntarily terminates this Agreement pursuant to Section XVIII.C prior to the end of a Performance Year by providing notice to CMS on or before May 31 of that Performance Year, with an effective date no later than 30 days after the date of that notice, no annual settlement will be conducted for such Performance Year in accordance with Section XIII.C.1, and the ACO shall neither be eligible to receive Shared Savings nor liable for Shared Losses for such Performance Year. If the ACO voluntarily terminates this Agreement pursuant to Section XVIII.C prior to the end of a Performance Year by providing notice to CMS after May 31 of that Performance Year or if such termination has an effective date after June 30, but prior to the end of that Performance Year, the ACO shall not be eligible to receive Shared Savings but shall remain liable for Shared Losses for such Performance Year. If the ACO voluntarily terminates this Agreement pursuant to Section XVIII.C with an effective date at the end of that Performance Year, CMS shall conduct settlement for the Performance Year in which the ACO voluntarily terminates this Agreement pursuant to Section XVIII.C.*

5. **Appendix B - Initiative Beneficiary Alignment and Benchmarking Methods.** Appendix B of the Agreement is hereby stricken and replaced in full with the Appendix B included as Attachment A to this amendment.

6. **Appendix J - Alternative Payment Mechanism – All-Inclusive Population-Based Payments (AIPBP).** The last paragraph of Section V1.B.1. of Appendix J of the Agreement is hereby amended in its entirety to read as follows:

The duration of the calibration periods for Performance Year 4 (CY2021) and Performance Year 5 (CY2022) may be extended or shortened at the sole discretion of CMS to account for anomalies and shifts in service utilization due to the Public Health Emergency (PHE) for the COVID-19 pandemic as defined in 42 C.F.R. § 400.200.

7. **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.

[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