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: 3/31/2021

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**: 12/31/2020
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): Section X.A and X.B; Attachment A-Appendix B Part 3-Sect.IV.E; Vermont All-Payer ACO Final Selection of Risk Arrangement and Savings/Loss Cap Alignment Performance Year 4 Form
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): AIPBP and FFS
Contract Reference(s): Section X.C., Section XIII.B, Attachment A-Appendix B Part 3-Sect.IV.E.; Appendix J
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): Appendix J; Vermont Medicare ACO Initiative: All-Inclusive Population-Based Payments Fee Reduction Agreement
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: *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) ****
Contract Reference(s): Section II – "Covered Services"; Attachment A-Appendix B Part 3-Sect.IV.C.
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 is tied to the financial settlement calculation
Quality Measures: *Complete **Appendix B, Quality Measures**, for all ACO-payer contracts.*
Contract Reference(s): Section VIII; Attachment A-Appendix B Part 3-Sect.IV.D.; Appendix K
Attribution Methodology
Describe attribution methodology: Claims-based evaluation
Contract Reference(s): Appendix B Part 3-Sections I, II, V.
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): Sections V.F-H, I.3, VI.B, D-E., Section VII.A.1; Appendix J-Section IV.; OneCare VT Policy 06-19 Patient Complaint and Grievance Policy

Payer Contract: State of Vermont, Contract for Personal Services (DVHA Medicaid) **Contract Period**: 1/1/2021 to 12/31/2021 **Date Signed**: 12/31/2020
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 up and down, 100% ACO risk for TCOC within risk corridor. Expanded Attribution Cohort: Two-sided, 1% risk corridor up and down, 100% ACO risk for TCOC within risk corridor.
Contract Reference(s): Attachment B-Sections F, G
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): AIPBP and FFS
Contract Reference(s): Attachment B-Sections B, C, D
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): Attachment A-Section 5.4
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: *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) ****
Contract Reference(s): Attachment A-Sections 3.1, 3.2; Attachment B-Section B
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/Quality Withhold and quality is tied to the financial settlement calculation
Quality Measures: *Complete **Appendix B, Quality Measures**, for all ACO-payer contracts.*
Contract Reference(s): Attachment A-Section 8.5; Attachment B-Section J
Attribution Methodology
Describe attribution methodology: Claims-based evaluation and geographically-based evaluation
Contract Reference(s): Attachment A-Sections 1.1, 1.2, 1.3, 1.4
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): Attachment A-Sections 2.4, 2.10, 4.2, 4.3, 4.7, 4.8, 4.9, 4.10, 4.11, 5.10; Attachment E; Attachment F-Section 7; OneCare VT Policy 06-19 Patient Complaint and Grievance Policy