

**ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC and
EMPLOYER SPONSORED PLAN
ACO PROGRAM ADDENDUM**

THIS EMPLOYER SPONSORED PLAN (“PLAN”) 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 will enter into value based, Shared Savings and Risk Program Agreement(s) (“Program Agreement”) with self insured employer Plans through which the ACO will participate in an alternative payment and population health management programs with Plans (the “Programs”), as described in each 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 each Program as provided herein and are committed to performing ACO Activities, as that term is defined in each Program Agreement.

WHEREAS, OneCare has entered into a Program Agreement with The University of Vermont Health Network's employer sponsored Plan for a value based program with shared savings and risk (“UVMHN Program”); and

WHEREAS, OneCare may contract directly with additional employer sponsored plans (“Plan”, UVMHN's plan is referred to as Plan);

NOW, THEREFORE, the Parties agree as follows:

1.0 PROGRAM PARTICIPATION

1.1 Participation. Participant and Preferred Provider agree to participate in each ACO Program OneCare enters with a self-funded plan, including but not limited to the UVMHN Program, to engage in the ACO Activities, to comply with the applicable terms of each Program as set forth in each Program Agreement and to comply with all applicable laws and regulations. Participant and Preferred Provider further agree that

as part of their participation in each Program and their provider agreements with each Plan's TPA', Plan's TPA, Participant and Preferred Provider 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 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 each Program Agreement and this ACO 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 each Program Agreement and this ACO Program Addendum.

1.3 Providers in Good Standing with Plan's TPA. 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 provider agreement in good standing with each Plan's TPA and to be duly licensed and remain in good standing with the appropriate state licensing board.

1.4 Contracting Exclusivity. ACO will not prohibit a Participant, Preferred Provider or provider from contracting with other state or commercial contractors.

1.5 Required Notices. Participants and Preferred Providers will provide ACO with the following notices:

1.5.1 All relevant information about any changes to Plan TPA's enrollment information, within thirty (30) days after the change.

1.5.2 All pertinent information about any investigation or sanction by the government, Plan's TPA 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 ACO Program Addendum immediately upon becoming aware of the triggering event.

1.6 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 each Program Agreement, may not participate in any other Population participating ACO while a party to this ACO 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 each Plan's 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, TPA, Plan, a combination thereof, 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 each Plan. 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 a Plan 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 each 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 each Plan's TPA, 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 ACO 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.

2.2 Payment in Full. Participant and Preferred Provider will collect applicable copayments, coinsurance and/or deductibles from Beneficiaries/Members in accordance with their

Plan's 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 each Plan's TPA, in accordance with timely filing rules and in accordance with TPA's 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 each self-funded plan Program Agreement will be based on the allowed claims incurred within the Total Cost of Care in a manner consistent with ACO strategy and approved by the Board of Managers. Exclusions may include Retail Pharmacy and other 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 each Plan and its TPA's requirements as to Beneficiary/Member grievances and appeals.

3.0 TERM, REMEDIAL ACTION AND TERMINATION

3.1 Term. The term of this ACO Program Addendum shall commence on January 1, 2024, and shall run through the last date of the Performance Year for the Program, or December 31, 2024. 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 ACO 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 Plan.
- 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 Program Agreement.

3.3 Termination. This ACO Program Addendum will automatically terminate with respect to a Plan if the Participant Agreement terminates or if the Participant or Preferred Provider becomes ineligible to participate in Plan or with Plan's TPA, for any reason. This ACO Program Addendum will terminate prior to the end of Term, if Plan or Plan's TPA requires the ACO to remove the Participant or Preferred Provider from the approved list of providers.

3.4 Close-Out, Performance Year Obligations. In the event this ACO 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 each Plan. 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.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers to be effective as of January 1, 2024.

ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC

By: _____ Date: _____
Abe Berman
Interim Chief Executive Officer

PARTICIPANT/PREFERRED PROVIDER

By: _____ Date: _____
Authorized Signature

Print Name: _____

Title: _____

Legal Business Name:

TIN:

Exemplar