FIRST AMENDED AND RESTATED
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC
RISK-BEARING PARTICIPANT & PREFERRED PROVIDER AGREEMENT

Legal Business Name:
Contractual Address:

TIN:

This First Amended and Restated RISK-BEARING PARTICIPANT / PREFERRED PROVIDER AGREEMENT (the "Agreement") is by and between OneCare Vermont Accountable Care Organization, LLC ("ACO"), a Vermont limited liability company, and Participant or Preferred Provider, a health care provider or organization eligible to participate with ACO as defined below and organized under Vermont or New Hampshire law (each a "Party" and collectively, the "Parties") and is effective the date signed by the ACO. This Agreement replaces any Participant or Preferred Provider ("Affiliate") Agreement between the Parties for Performance Years 2019 through 2022.

WHEREAS, ACO is an accountable care organization that participates in alternative payment programs ("ACO Programs") with governmental and private payers (collectively referred to as "Payers ") and conducts ACO Activities;

WHEREAS, ACO and Participants and Preferred Providers agree to participate in an Organized Health Care Arrangement ("OHCA") as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA");

WHEREAS, Participant and Preferred Provider agree to participate in ACO Programs and all Parties are committed to being accountable for the quality, cost and overall care of the patients attributed to the ACO and will, with ACO's support, implement population health management processes to support that accountability; and

WHEREAS, the Parties agree to share in the financial outcomes from their joint efforts in population health management.

NOW, THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

The following terms shall have the meanings indicated. In the event an ACO Program Addendum varies from these definitions, the ACO Program Addendum definition will control for that ACO Program.

1.1 "ACO" means OneCare Vermont Accountable Care Organization, LLC, and more generally refers to a legal entity that is recognized and authorized under applicable State, Federal or Tribal law, is identified by a TIN, and is formed by one or more Providers that agree to work together to be accountable for the ACO Activities, as established by an ACO Program.

1.2 "ACO Activities" means activities related to promoting accountability for the quality, cost, and overall care for a patient population of beneficiaries aligned or attributed to the ACO under an ACO Program, including managing and coordinating care; encouraging investment in infrastructure and redesigned care processes for high quality and efficient service delivery; and carrying out any other obligation or duty of the ACO under this Agreement. Additional examples of these activities include, but are not limited to, providing direct patient care to ACO Program Beneficiaries in a manner that reduces costs and improves quality promoting evidence-based medicine and patient engagement; reporting on quality and cost measures under this Agreement; coordinating care for ACO Program Beneficiaries, such as through the use of telehealth, remote patient monitoring, and other enabling technologies; establishing and improving clinical and administrative systems for the ACO; meeting ACO Program performance standards by evaluating health needs of ACO Program Beneficiaries; communicating clinical knowledge and evidence-based medicine to ACO Program Beneficiaries; and developing standards for ACO Program Beneficiary access and communication, including ACO Program Beneficiary access to medical records.

1.3 "ACO Other Entity" means any entity that performs functions or services on behalf of an ACO or that works in collaboration with the ACO to accomplish ACO Activities, when that entity is not enrolled as a Participant or Preferred Provider but has entered into a contractual arrangement to collaborate or perform services with ACO, including, if applicable, a Business Associate Agreement. ACO Other Entities include, but are not limited to, contractors and consultants.

1.4 "ACO Policies" means generally ACO policies and procedures applicable to participation in ACO Programs. ACO Policies include, but are not limited to, privacy and security and data use policies, appeals policies, and the Clinical Model and its supporting policies.

1.5 "ACO Program" means a program between ACO and a Payer for population health management through an alternative payment arrangement or otherwise.

1.6 "ACO Program Addendum" means an addendum, attached hereto, that describes the program terms that govern the parties' obligations for that particular ACO Program.

1.7 "ACO Program Beneficiary" "Beneficiary" or "Attributed Life" means an individual that receives healthcare benefits from a Payer in an ACO Program and is attributed to ACO in accordance with the terms of an ACO Program Agreement.

1.8 "ACO Provider Portal" means the secure interface between ACO and Participant and Participant's Providers and Preferred Providers where ACO provides access to policies, procedures and other program information.

1.9 "Clinical Model" means the written ACO guidelines, processes and procedures for quality and cost effectiveness founded on three inter-related and mutually supporting elements of: (1) quality performance measure management; (2) care coordination; and (3) clinical data sharing.

1.10 "Health Care Services" means services for the diagnosis, prevention, treatment, cure or relief of a health condition, illness, injury or disease.

1.11 "NPI" means the National Provider Identifier unique ten-digit identification number required for all licensed health care providers.

1.12 "OHCA" means an "organized health care arrangement" recognized under HIPAA that allows two or more Covered Entities who are clinically or operationally integrated, to share protected health information about their patients to manage and benefit their joint operations.

1.13 "Participant" means an individual or group of Providers that is: (1) identified by a TIN; (2) included on any list of Participants submitted by ACO to Payers; (3) qualifies to attribute lives in ACO Programs; and (4) that has entered into a Risk Bearing Participant & Preferred Provider Agreement with ACO. Participant may be more particularly defined in each ACO Program.

1.14 "Payer" means the entity, which may be the ACO under certain ACO Programs, responsible for making financial payments or collecting Shared Risk under an ACO Program.

1.15 "Performance Year" means the twelve (12) month period measured by each ACO Program to determine financial reimbursement.

1.16 "Preferred Provider" or "Affiliate" means an individual or an entity that: (1) is identified by a TIN; (2) if required by ACO Payer(s), is included on the list of Preferred Providers submitted by ACO to Payer(s); (3) does not qualify to attribute lives in ACO Programs; and (4) has entered into a Risk Bearing Participant and Preferred Provider Agreement with ACO. Preferred Provider may be more particularly defined in each ACO Program.

1.17 "Provider" means a health care practitioner or entity that: (1) meets the terms of participation in ACO Programs; (2) bills for items and services furnished to ACO Program Beneficiaries under a Participant or Preferred Provider's TIN; and (3) is included on the list of Participants or Preferred Providers (if required by Payers) submitted by ACO to Payers.

1.18 "Shared Risk" or "Shared Loss" is more particularly defined by each ACO Program, but generally means the portion of Performance Year spending that was greater than expected spending that must be returned to Payer.

1.19 "Shared Savings" is more particularly defined by each ACO Program, but generally means the portion of Performance Year spending that was less than the expected spending.

1.20 "TIN" means a Federal taxpayer identification number or employer identification number or social security number for providers who bill Payers under their social security numbers.

2.0 ACO PROGRAM PARTICIPATION

2.1 Participation. Participants and Preferred Providers agree to be accountable for the quality, cost and overall care of ACO Program Beneficiaries by complying with the terms of this Agreement and following ACO Program rules and regulations, ACO Policies, and the Clinical Model. ACO will provide support services to Participants and Preferred Providers to facilitate efficient participation in the ACO Programs. Such support may include, but is not limited to, data reporting software and support, training, data analysis, data reporting and clinical leadership.

2.2 Qualification to Participate. Participant and Preferred Provider shall participate in each ACO Program that qualifies for All Payer Model Scale Targets, for which a Program Addendum is provided within the time frames set forth in paragraph 3.1 ("Core ACO Programs") and that is offered by a Payer for which Participant or Preferred Provider is an enrolled provider and in good standing, by signing an ACO Program Addendum for each such ACO Program. A Participant or Preferred Provider may, with ACO's approval, choose not to participate in a Core ACO Program if: (1) it shows good cause as determined by the ACO Core Program Exceptions Policy; (2) it demonstrates to the Board's reasonable satisfaction that the financial risk would jeopardize financial solvency thresholds established by Payer, ACO Program or the ACO; or (3) it demonstrates to the Board's reasonable satisfaction that the operational demands would materially negatively impact its operations or there is no resource capacity to fully participate in the clinical and quality programs of ACO. Additionally, ACO may offer non-Core ACO Programs which Participant and Preferred Provider may choose not to participate in for any reason. Participants, Providers and Preferred Providers will maintain good standing to provide services with each ACO Program Payer for which it is enrolled and will remain duly licensed in good standing to practice their professions in each state in which they practice. Any Participant who is eligible to align or attribute lives may only participate in one ACO Program per Payer, for example if an eligible aligning Participant is in Medicare NextGen or Vermont Medicare ACO Initiative, it may not be in MSSP. Nothing in this Agreement supersedes any of the terms and conditions of Participant's or Preferred Provider's enrollment in a Payer's insurance program unless the Payer's requirements have been

waived or modified in the Program Agreement between ACO and Payer. ACO, may, in its discretion, require additional reasonable verification of professional qualifications. Providers who are denied status as Participants or Preferred Providers, those who are not renewed for any reason and those who are terminated from OneCare will receive a written notice explaining the reason for denied status with instruction on how to appeal the decision to ACO, consistent with the ACO's Appeals Policy.

2.3 Authority to Bind Employees. Participant and Preferred Provider represent and warrant that it has the authority, as an employer, to require its Providers and employees to comply with the applicable terms of this Agreement, ACO Programs, and ACO Policies.

2.4 Management of Provider List. ACO retains the right to approve or disapprove new Providers and to terminate or suspend Participants, Providers and Preferred Providers for cause, in accordance with the applicable ACO Program Addendums, Clinical Model or ACO Policies. Participants and Preferred Providers agree to manage their lists of participating Providers with ACO by providing timely notices of changes, as required by Section 5. To the extent that any Provider or employee identified by an NPI linked to Participant's or Preferred Provider's TIN is excluded from an ACO Program, Participant or Preferred Provider will cooperate in de-linking or disassociating that Provider's NPI from the Participant's or Preferred Provider's TIN or ACO Program for purposes of billing applicable Payers.

2.5 Grievances and Appeals. Participants and Preferred Providers may submit grievances and appeal qualified ACO decisions in accordance with the ACO Appeals Policy, available on the ACO Provider Portal and incorporated herein by reference.

2.6 Participation in ACO Governance. Participants and Preferred Providers agree to participate in the ACO's governance by participating in the election or appointment of the Participant and Preferred Provider representative(s) to ACO's Board of Managers and participating in the selection of member(s) of the ACO clinical and quality committees and/or any sub-geographic or sub-specialty components of those committees.

3.0 PAYMENT

3.1 Payment. Annually, beginning for Performance Year 2020 at least sixty (60) days prior to the Performance Year non-renewal deadline as set forth in Section 4.1.1, ACO will implement a Program of Payment and supporting ACO Policies that will determine the methodology of payment to Participants and Preferred Providers for health care services, supplemental payments through the ACO and risk and sharing arrangements for ACO Programs. The Program of Payment is attached as Exhibits A, A1 and A2 and will be replaced by ACO each Performance Year with supporting ACO Policies at least sixty (60) days prior to the non-renewal deadline, except for PY 2019 in which it will be provided at least thirty (30) days before the non-renewal deadline. Notwithstanding anything to the contrary herein, the Program of Payments will, subject to non-renewal and termination

rights, be replaced by ACO annually on this schedule and will be effective as an amendment without requiring the Parties' signatures.

The ACO may, notwithstanding anything to the contrary in this Agreement, amend the Program of Payments to add available payments at any time (but not to remove or reduce any payments) which shall be effective as an Amendment without requiring the Parties' signatures. The ACO may amend the Program of Payments consistent with the terms of each ACO Program Addendum which shall control in the event of a conflict with this Agreement.

3.2 Supplemental Payments. As part of the Program of Payments, ACO may make supplemental payments to support ACO Activities, such as care coordination, for Participants and Preferred Providers who meet established criteria for those payments as set forth more fully in Exhibit A1. Consistent with Section 3.1, ACO will provide the supplemental payments policy as part of the Program of Payments for each Performance Year. Participants, Preferred Providers and Providers who accept these payments certify that they meet the requirements to receive the payments.

3.3 Risk/Savings Methodology. ACO will provide the Shared Risk/Savings Policy, as adopted by the ACO Board of Managers, as part of the Program of Payments in accordance with Section 3.1.

4.0 TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date and continue until the earlier of: (1) when Participant or Preferred Provider is no longer participating in an ACO Program; or (2) December 31, 2022. In the event that one ACO Program is terminated, but others remain in effect, this Agreement shall continue to be effective as it pertains to the remaining ACO Programs.

4.1.1 Program Year Non-Renewal. As more specifically set forth in each ACO Program Addendum, and consistent with the Core ACO Program requirements set forth in Paragraph 2.2 above, annually Participants and Preferred Providers may elect to terminate this Agreement or non-renew specific ACO Programs effective the first day of the next Performance Year by providing ACO with notice of termination or non-renewal before August 31st of the prior Performance Year (the "non-renewal" or "termination" deadline"). By way of example if a Participant's request to be excluded from a Core ACO Program is refused by the Board, the Participant may terminate the Agreement in its entirety or continue participation in all Core ACO Programs. ACO will, during the Modeling Period (as defined in Exhibit A) provide risk bearing Participants with sufficient financial detail to facilitate an informed decision for participation in ACO Programs including estimates of expected payment and risk to support their participation decisions.

4.2 Termination with Cause. Either Party may terminate this Agreement upon a material breach by the other Party by providing sixty (60) days' prior written notice to the Party alleged to be in breach identifying, with specificity, such breach, but only in the event that the alleged breaching Party fails to cure same within the sixty (60) day notice period. In the event an ACO Program Agreement between ACO and a Payer terminates, or in the event Participant or Preferred Provider non-renews an ACO Program Addendum in accordance with paragraph 4.1.1. above, this Agreement shall only terminate with respect to those terminated ACO Programs and all others shall remain in full force and effect. ACO Program obligations for the last Performance Year of participation, such as quality reporting, obligations for Shared Risk and opportunities for Shared Savings will survive termination.

5.0 NOTICES

5.1 Required Notices. In addition to the disclosures that are required in an ACO Program Addendum, Participant and Preferred Provider shall notify ACO and ACO shall notify Participant and Preferred Provider, in writing, as provided below. To the extent a notice requirement in an ACO Program Addendum conflicts with or is more stringent than the notice requirements below, the shorter of the timeframes shall apply.

5.2 Immediate Notices.

5.2.1 ACO shall provide Participant and Preferred Provider with immediate written notice of the termination of ACO's participation in an ACO Program;

5.2.2 Each Party shall provide the other with immediate written notice in the event they or any Provider associated with their TIN is convicted of a fraud or felony, or suspended, barred or excluded from participation in a federal health care program (as defined in 42 U.S.C. § 1320a-7b(f));

5.2.3 Each Party shall provide the other with immediate written notice in the event of investigation or issuance of formal charges by any governmental agency or accrediting agency that could materially impair that Party's ability to perform its obligations under this Agreement;

5.2.4 Each Party shall provide the other with immediate written notice in the event of any lawsuit related to services under this Agreement or that might materially impair the Party's ability to perform its obligations under this Agreement;

5.2.5 Each Party shall provide the other with immediate written notice in the event it receives a written notice of any cancellation, non-renewal or change to any insurance policy required under this Agreement that would affect the coverage required of the party under this Agreement; and

5.2.6 Participant and Preferred Provider shall provide ACO with immediate written notice in the event Participant or Preferred Provider are subject to discipline from or terminated from participation with any Payer.

5.3 Other Notices.

5.3.1 ACO shall provide Participant and Preferred Provider with thirty (30) business day's written notice prior to making any changes to the terms of ACO Program Addendums, unless the changes are made to comply with an applicable law or regulation, as more fully set out in Section 12.3.

5.3.2 Each Party shall provide the other notice, as soon as reasonably possible but no later than ten (10) days, in the event of a voluntary surrender or termination of any of Participant's, a Provider's, Preferred Provider's or ACO's licenses, certifications, or accreditations;

5.3.3 Each Party shall provide the other notice, as soon as reasonably possible after the occurrence of an act of nature or any event beyond its reasonable control which substantially interrupts all or a portion of its business or practice, or that has a materially adverse effect on its ability to perform its or his/her obligations hereunder; and

5.3.4 Participant and Preferred Provider shall provide ACO notice, as required by the applicable ACO Program Addendum, if any Provider becomes disassociated with Participant's or Preferred Provider's TIN for any reason.

6.0 RECORDS

6.1 Beneficiary and ACO Program Records. The Parties shall prepare, maintain, and protect the confidentiality, security, accuracy, completeness and integrity of all appropriate medical and other records related to the provision of care to ACO Program Beneficiaries (including, but not limited to, medical, encounter, quality, financial, accounting, administrative and billing records) in accordance with: (i) applicable state and federal laws and regulations including, but not limited to, applicable confidentiality requirements of HIPAA; and (ii) ACO Program billing, reimbursement, and administrative requirements. For Participants and Preferred Providers, such records shall include such documentation as may be necessary to monitor and evaluate the quality of care and to conduct medical or other health care evaluations and audits to determine, on a

concurrent or retrospective basis, the medical necessity and appropriateness of care provided.

6.2 Financial Records. The Parties shall maintain such financial and accounting records as shall be necessary, appropriate or convenient for the proper administration of this Agreement, in accordance with generally accepted accounting principles or another acceptable basis of financial accounting, including, but not limited to, income-tax-basis financial statements, cash-basis or modified-cash-basis financial statements, or another basis that is otherwise generally accepted by the accounting industry.

6.3 Sharing Records. Participant and Preferred Provider acknowledge that by becoming a Participant or Preferred Provider they are agreeing to participate in an OHCA and further acknowledge that Beneficiary records may be shared with other Participants, Preferred Providers, or ACO Other Entities for ACO Activities. In addition to OHCA sharing, Participant and Preferred Provider shall make the records available to and communicate as appropriate with each Participant, Preferred Provider, or ACO Other Entity, as needed, for the purpose of facilitating the delivery of appropriate Health Care Services to each ACO Program Beneficiary. Subject to applicable laws regarding confidentiality, Participant or Preferred Provider hereby authorizes ACO to release any and all information, records, summaries of records and statistical reports specific to Participant or Preferred Provider, including but not limited to utilization profiles, encounter data, treatment plans, outcome data and other information pertinent to Participant's or Preferred Provider's performance of services and professional qualifications to federal or state governmental authority(ies) with jurisdiction, or any of their authorized agents, accreditation agencies, or ACO Program Payers without receiving Participant's or Preferred Provider's prior consent.

6.4 Survival. The provisions of this Section 6 shall survive termination of this Agreement.

7.0 REPORTING AND MONITORING

7.1 Reporting. Participant and Preferred Provider shall, consistent with any limitations arising from 42 CFR Part II, report such data from its Electronic Health Records ("EHR") system or medical records as ACO may reasonably require to monitor the cost and quality of services, including care coordination services. By way of example and not limitation, ACO expects that it will require clinical data from electronic or paper health records, scheduling data, patient satisfaction survey data, and care coordination data. Participant and Preferred Provider will, consistent with any limitation arising from 42 CFR Part II, cooperate in connecting its information systems to ACO, or ACO's designee, in order to facilitate the exchange of clinical and cost related data in furtherance of the requirements of the applicable ACO Program. Participant and Preferred Provider, consistent with any limitation arising from 42 CFR Part II, each agree to enter into an agreement with Vermont Information Technology Leaders, or a successor health information exchange provider ("HIE"), to forward clinical information regarding ACO Program Beneficiaries from Participant's or Preferred Provider's EHR to a third-party data repository designated by

ACO, or any successor data repository, analytics, or case management system provider ("Data Repository"). Participant and Preferred Provider authorize ACO to direct HIE to forward clinical information to the Data Repository and authorizes Data Repository to de-identify protected health information sent by Participant and Preferred Provider, aggregate that de-identified data with other de-identified data and use the aggregated, de-identified data for Data Repository's data reporting, analytics purposes, and other data purposes. Participant and Preferred Provider authorize ACO to seek individually identifiable health information ("IIHI") regarding ACO Program Beneficiaries from any sources to be directed through the Data Repository for ACO purposes.

7.2 Data from ACO. ACO will provide Participant and Preferred Provider with data and information to support their participation in ACO Programs. Such data and information will include access to and reports from WorkBench One or any successor platform, the ACO analytics platform for benchmarking and evaluating clinical, quality and financial performance in ACO Programs. Additionally, Participant and Preferred Provider may request data reports at no cost from ACO to evaluate performance. ACO will promptly provide an acknowledgement of the request and work in good faith with Participant or Preferred Provider to accurately and timely provide responsive information.

7.3 Monitoring. ACO and ACO Program Payers may make requests of Preferred Provider under this section. Risk bearing Participants may make requests of ACO under this section. Subject to applicable confidentiality laws and standards of reasonable conduct in monitoring activities, within twenty (20) business days following a written request reasonably identifying the reason for and scope of the monitoring audit, the requesting party shall provide the other or its designees (which may include an independent auditor), access during regular business hours for: (i) inspection and copying of all records maintained by the party subject to the request relating to the ACO Program services, including, but not limited to, medical, financial, quality accounting, administrative and billing records); (ii) access to records to assess the quality of care or investigating grievances and complaints of ACO Program Beneficiaries; (iii) policies and procedures for quality assurance, utilization review, financial policies, fraud and abuse investigation; and (iv) inspection of Participant's or Preferred Provider's facilities, policies and procedures for verification of professional qualifications, claims payment verification, and other activities reasonably necessary for the efficient administration of the ACO, and as reasonably necessary for compliance with federal and state law or requirements.

Any monitoring audit costs will be borne by the requesting party.

7.4 Survival. The provisions of this Section 7 shall survive termination of the Agreement.

8.0 COMPLIANCE

8.1 ACO Program Rules, Clinical Model and ACO Policies. Participant and Preferred Provider agree to support, comply with, and implement the Clinical Model, the ACO Compliance Program and ACO Policies. The Parties acknowledge that the Clinical Model is an iterative, data driven model developed with the participation of the ACO's network of Providers that will include ACO-wide initiatives as well as HSA specific initiatives and that may vary over the course of this Agreement.

Participant and Preferred Provider shall cooperate with ACO's care coordination protocols, which may include: permitting ACO to conduct telephonic and on-site utilization management and quality assurance activities; and/or requiring Participant or Preferred Provider to coordinate with ACO or other Participant or Preferred Provider hospital's or facility's care coordinators regarding the care of ACO Program Beneficiaries. Participant and Preferred Provider acknowledge that sharing of provider identifiable quality and cost data is a core component of ACO's Programs and consent to the sharing of such information. Participant and Preferred Provider shall implement such cost and quality control protocols or other interventions as may be adopted by ACO regarding the care of ACO Program Beneficiaries.

ACO shall make new or revised policies available to Participants on the ACO Provider Portal at least thirty (30) days prior to their implementation unless those policies are changed to achieve regulatory or legal compliance for which immediate effectiveness is required. For changes that are not legal or regulatory in nature and that present material administrative burden or material expense to Participants or Preferred Providers, ACO will work collaboratively on the methods and timing for implementation. Changes to ACO Policies supporting the Program of Payment may only be made in accordance with Section 3 of this Agreement.

Participant and Preferred Provider also agree to participate in the ACO's Compliance Program including, but not limited to, participating in audits, attending compliance training, ensuring Participant's and Preferred Provider's policies are consistent or do not conflict with the ACO Program Rules, Clinical Model or ACO Policies, educating Participant's and Preferred Provider's staff and reporting instances of non-compliance.

8.2 Applicable Law. Participant, Preferred Provider and ACO shall comply with all applicable laws and regulations governing participation with the ACO which include, but are not limited to, federal laws such as the False Claims Act, Anti-Kickback Laws, Civil Monetary Penalties Laws, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), HITECH and Stark. Participant and Preferred Provider shall comply with the provisions set forth in the Business Associate and Qualified Service Organization Agreement, attached hereto as **Exhibit B**. Participant, Preferred Provider, and their Providers also agree to comply with the ACO Policies which are incorporated herein by reference and will be

made available to Participant and Preferred Provider. Compliance may include Participant, Preferred Provider, and Provider compliance training.

8.3 Failure to Comply. Failure to comply with the terms of this Agreement, the applicable ACO Program Addendum or ACO Policies may result in remedial processes and penalties including progressive discipline, reductions of payment, elimination of payments, offsets in payment for amounts owed or termination of this Agreement as to the Participant, Preferred Provider or a Provider.

9.0 CONFIDENTIALITY

9.1 Beneficiary Information. Beneficiary information, which may or may not include individually-identifiable protected health information, will be managed in accordance with ACO's HIPAA-compliant Privacy and Security Policy, ACO's Data Use Policy, and the Business Associate and Qualified Service Organization Agreement, attached hereto as **Exhibit B**.

9.2 Proprietary Information. The Parties acknowledge that each may disclose confidential and proprietary information (by way of example and not limitation, policies and procedures, records, formulas) to the other in the course of performance of this Agreement. All information so disclosed which is not otherwise publicly available shall be deemed confidential and shall not be further disclosed by the receiving Party without the prior written consent of the original disclosing Party. Upon termination of this Agreement, for any reason, each party shall return to the other all electronic and printed materials containing confidential or proprietary information received from the others, that it is not required to retain pursuant to this Agreement or law or certify to the other that those materials have been destroyed.

9.3 Survival. The obligations of this Section 9 shall survive termination of this Agreement.

10.0 INSURANCE

10.1 Professional Insurance. Participant or Preferred Provider who is not a hospital, ambulatory service center, or a Federally Qualified Health Center enjoying the privileges of Federal Tort Claim Act immunity, at its sole cost and expense, shall procure and maintain such professional liability insurance as is necessary to insure Participant, Preferred Provider and each of its respective Providers, employees, agents and representatives with coverage limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in annual aggregate in the performance of any act relating to this Agreement. Upon request, Participant, Preferred Provider or Provider, as appropriate, agree to submit to ACO a certificate of insurance as evidence of such coverage. In the event any such professional liability policy is a "claims made" policy, Participant or Preferred Provider will purchase a "tail" policy, effective upon the termination of the primary policy, or obtain replacement coverage which insures for prior

acts, insuring for losses arising from occurrences during the term of this Agreement, which tail policy or prior acts coverage shall have the same policy limits as the primary policy and shall extend the claims reporting period for the longest period for which coverage is available. Participant and Preferred Provider agree to provide ACO with immediate written notice of any cancellation, non-renewal or change to such policy.

10.2 Hospital Insurance. Participant or Preferred Provider who is a hospital or ambulatory service center, at its sole cost and expense, shall procure and maintain such policies of insurance as are necessary to insure Participant or Preferred Provider and all Providers, employees, agents and representatives with coverage limits of not less than one million dollars ($1,000,000) per occurrence, three million dollars ($3,000,000) in annual aggregate, and five million dollars ($5,000,000) excess coverage in the performance of any act relating to this Agreement. Upon request, Participant or Preferred Provider agrees to submit to ACO a certificate of insurance as evidence of such coverage. In the event any such liability policy is a "claims made" policy, Participant or Preferred Provider will purchase a "tail" policy, effective upon the termination of the primary policy, or obtain replacement coverage which insures for prior acts, insuring for losses arising from occurrences during the term of this Agreement, which tail policy or prior acts coverage shall have the same policy limits as the primary policy and shall extend the claims reporting period for the longest period for which coverage is available.

10.3 ACO Insurance. ACO, at its sole cost and expense, shall procure and maintain such policies of insurance in such amounts as are customarily maintained by ACOs or as required by ACO Programs. This shall include, at a minimum, general liability and property coverage with limits no less than one million dollars ($1,000,000) per occurrence, two million dollars ($2,000,000) in annual aggregate.

11.0 INDEMNIFICATION

Unless prohibited by Federal Tort Claim immunity or other law(s), Participant or Preferred Provider, on behalf of itself and its Providers, shall indemnify, defend and hold harmless ACO, its subsidiaries and Preferred Providers and each of their respective officers, directors, agents, representatives, successors, assigns and employees (the “ACO Parties”) from and against any and all claims, suits, actions, liabilities, losses, injuries, damages, costs and expenses, interest, awards or judgments, incurred by ACO (including reasonable attorney’s fees) as a result of any claim made by a third party in connection with the performance of this Agreement or any negligence or breach of the obligations and/or warranties of Participant or Preferred Provider, except to the extent the claims or losses are caused by the negligence or willful misconduct of ACO.

ACO shall defend, indemnify and hold harmless Participant or Preferred Provider, its subsidiaries and Providers and each of their respective officers, directors, agents, representatives, successors, assigns and employees (the “Participant Party/ies”) from and against any and all claims, suits, actions, liabilities, losses, injuries, damages, costs and

expenses, interest, awards or judgments, incurred by Participant Party/ies (including reasonable attorneys' fees) as a result of any claim made by a third party against Participant Party/ies to the extent arising out of or relating to the ACO's negligence or breach of its obligations, representations or warranties set forth in this Agreement, except to the extent such claims or losses are caused by or result from the negligence or willful misconduct of any Participant Party.

If any claim or action is asserted that would entitle a Party to indemnification, the Parties shall give written notice thereof to the indemnifying party promptly; provided however, that the failure of the Party seeking indemnification to give timely notice hereunder shall not affect rights to indemnification, except to the extent that the indemnifying party is materially prejudiced by such failure. The indemnifying party shall have sole control over the defense of the claim, provided that the indemnifying party shall not settle, or make any admission of liability or guilt without first obtaining the Indemnified Party's written consent which shall not be unreasonably withheld or delayed. The obligations of this Indemnification provision shall survive expiration or termination of the Agreement.

12.0 GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, including Exhibits, ACO Program Addendums and any documents incorporated by reference constitute the entire agreement between the Parties regarding participation in ACO Programs and supersedes any agreements prior its execution. In the event of any conflict between this Agreement and an ACO Program Addendum, the terms of the ACO Program Addendum shall control.

12.2 Successors and Assigns. This Agreement shall not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld.

12.3 Amendments This Agreement may be amended or modified in writing as mutually agreed upon by the Parties, unless otherwise stated herein. ACO may unilaterally modify any provision of this Agreement upon thirty (30) days prior written notice to Participant or Preferred Provider if the amendment is reasonably needed to comply with federal or state laws or regulations.

12.4 Independent Contractor Relationship. None of the provisions of this Agreement between or among ACO, Participant, Preferred Provider, Providers, or Payers is intended to create any relationship other than that of an independent contractor relationship.

12.5 No Third-Party Beneficiaries. Except as specifically provided herein by express language, no person or entity shall have any rights, claims, benefits, or powers under this

Agreement, and this Agreement shall not be construed or interpreted to confer any rights, claims, benefits or powers upon any third party.

12.6 Section Headings. All Section headings contained herein are for convenience and are not intended to limit, define or extend the scope of any provisions of this Agreement.

12.7 Severability. In the event any part of this Agreement is determined to be invalid, illegal or unenforceable under any federal or state law or regulation, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform with the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative so far as reasonably possible to carry out the contractual purposes and terms set forth herein.

12.8 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation of this Agreement.

12.9 Notices. Notices and other communications required by this Agreement shall be deemed to have been properly given if emailed or mailed by first-class mail, postage prepaid, or hand delivered to the following address:

ACO: OneCare Vermont Accountable Care Organization, LLC
356 Mountain View Drive, Suite 301, Colchester, VT 05446
Attn: Director of ACO Program Operations
Email: ACONetworkOperations@onecarevt.org

Participant/Preferred Provider: Address located on title page of this Agreement

12.10 Counterparts, Signatures: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature delivered by facsimile machine, or by .pdf, .tif, .gif, .jpeg or other similar attachment shall be treated in all manner and respect as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers to be effective as of the date executed by ACO indicated below.

ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC

By: _____ Date: _____
Victoria E. Loner
Chief Executive Officer

PARTICIPANT/PREFERRED PROVIDER

By: _____ Date: _____
Authorized Signature

Print Name: _____
Title: _____
Legal Business Name:
TIN: