

**AMENDMENT #1 TO THE FIRST AMENDED AND RESTATED ONECARE
VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC
RISK BEARING PARTICIPANT & PREFERRED PROVIDER AGREEMENT**

Legal Business Name:

Contractual Address:

TIN:

This Amendment #1 to the 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 in the Agreement, and organized under Vermont or New Hampshire law (each a “Party” and collectively “Parties”) and is effective the date signed by the ACO.

WHEREAS, the Parties wish to Amend the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The first sentence of Paragraph 2.2. shall be amended to read as follows:

2.2 Qualification to Participate. Participant and Preferred Provider shall participate in each ACO Program that qualifies for All Payer Model Scale Targets, that is designated by the Board as a Core Program and 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.

2. The fourth sentence of Paragraph 2.2 shall be amended to read as follows:

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 the Vermont Medicare ACO Initiative, it may not be in MSSP.

3. Paragraph 4.3 shall be added:

4.3 Bankruptcy. OneCare may terminate this Agreement immediately in the event Participant or Preferred Provider: files a petition commencing a voluntary case against it under the U. S. Bankruptcy Code; makes a general assignment for the benefits of its creditors; becomes insolvent; becomes unable to pay its debts as they become due; files a petition or answer in any proceeding seeking for itself or consenting to, or acquiescing in, any insolvency, receivership, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, or files an answer or other pleading admitting or failing to deny or to contest the material allegations of the petition filed against it in any such proceeding; seeks or consents to, or acquiesces in, the appointment of any trustee, receiver of it or any material part of its property; or has commenced against it any involuntary case under the U. S. Bankruptcy Code, or a proceeding under any receivership, composition, readjustment, liquidation, insolvency, dissolution, or like law or statute, which case or proceeding is not dismissed or vacated within thirty (30) days from commencement. 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.

4. Paragraph 8.2.1 shall be added:

8.2.1 In the event that Participant or Preferred Provider reasonably believes that an ACO Policy or procedure is in conflict with one of their legal obligations, by way of example and not limitation a policy in conflict with regulations applicable to Federally Qualified Health Centers, the following process will apply:

- a. Participant or Preferred Provider will immediately notify OneCare by providing written notice specifying the nature of the conflict with reasonable detail in accordance with the notice provisions of this Agreement,
- b. OneCare will suspend application of the ACO Policy or procedure to Participant or Preferred Provider during this resolution process.
- c. OneCare's Chief Operating Officer, or his/her delegee, will gather information about the issues raised by Participant or Preferred Provider and attempt to resolve any conflict.
- d. If the conflict cannot be resolved with the Chief Operating Officer, the Executive Committee may consider the issue and provide advice.
- e. If the conflict remains unresolved, the Participant or Preferred Provider may utilize the Participant Appeals process.
- f. The Parties agree to act diligently and promptly to raise and resolve issues in this process.

The Agreement is, in all other respects, affirmed and all provisions of the Agreement that are not specifically amended herein shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment 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: _____
Victoria E. Loner
Chief Executive Officer

Date: _____

PARTICIPANT/PREFERRED PROVIDER

By: _____
Authorized Signature

Date: _____

Print Name: _____

Title: _____

Legal Business Name:

TIN: