**AMENDMENT 11c TO THE
FIRST AMENDED AND RESTATED RISK BEARING
PARTICIPANT/PREFERRED PROVIDER AGREEMENT
FOR SKILLED NURSING FACILITIES AND SWING BED HOSPITALS
PARTICIPATING IN THE MEDICARE 3-Day SNF RULE BENEFIT ENHANCEMENT WAIVER**

WHEREAS, OneCare and (LBN)____________ (“SNF Partner”) (“Parties”) are parties to the First Amended and Restated Risk Bearing Participant/Preferred Provider Agreement (“Participant Agreement”); and

WHEREAS, SNF Partner is qualified and wishes to participate in the Medicare 3-Day Skilled Nursing Facility Rule Benefit Enhancement Waiver (“3-Day SNF Waiver”) that is available to OneCare through the Vermont All-Payer ACO Model Vermont Medicare ACO Initiative Participation Agreement (“Medicare Agreement”); and

WHEREAS, the Parties wish to document the terms and conditions of participating in the 3-Day SNF Waiver;

NOW THEREFORE, the Parties agree that the Program Agreement is amended to include the following as Amendment 11c, effective January 1, 2025, as follows:

1. **Definitions.** All terms defined in the Participant Agreement shall have the same definitions here and all terms defined in the Medicare Agreement shall have the same definitions here. In the event of a conflict, the Medicare Agreement shall control.
    a. **Qualified Provider** means a Skilled Nursing Facility or Swing Bed Hospital meeting the CMS programmatic standards; designated as eligible by CMS; and contracted and in good standing with OneCare for the Medicare Program. A Skilled Nursing Facility must have a three-star or above rating on the CMS Five-Star Nursing Home Quality Rating System on the day of admission to be a Qualified Provider.

2. **Obligations of SNF Partner.**
    a. **Programmatic Compliance**. SNF Partner shall meet the requirements of the Medicare Agreement, Appendix D (attached hereto as Attachment A and made a part hereof) at all times. SNF Partner shall also comply with OneCare policies and procedures related to the 3-Day SNF Waiver, as well as the OneCare 3-Day SNF Waiver Operations Manual.
    b. **Training**. SNF Partner shall make best efforts to attend trainings provided by OneCare related to the 3-Day SNF Waiver and to be familiar with materials related to its implementation.
    c. **Reporting**. On a quarterly basis, SNF Partner will forward to OneCare a list of all individuals admitted using the 3-Day SNF Waiver during the prior quarter, as reflected in “Step 1” of the Quarterly Audit Template in Attachment B. Thereafter, OneCare will provide a random sample of up to 25% of those individuals identified and SNF Partner will complete “Step 2 –

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Quarterly Audit, documentation attestation and brief narrative summary of the Quarterly Audit Template in Attachment B.

d. **Other Monies Owed**. To the extent Medicare denies claims made using the 3-Day SNF Waiver and assesses those claims as "Other Monies Owed" under the Medicare Program Agreement rather than taking them back from SNF Partner, SNF Partner will pay the "Other Monies Owed" to OneCare within the Performance Year settlement process.

3. **Obligations of OneCare.**
   a. **Good Standing**. OneCare will maintain good standing in the Medicare Program and promptly provide notice to SNF Partner of any changes in that good standing.
   b. **Training and Education**. OneCare will provide training and education about the 3-Day SNF Waiver to SNF Partners.
   c. **Monitoring**. OneCare will monitor data from the 3-Day SNF Waiver and evaluate the impact of the use of 3-Day SNF Waiver. OneCare will communicate with SNF Partners about the evaluation findings.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date and year first above written.

ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC

____
(signature)
Abe Berman
(name)
CEO
(title)
____
(date)

LBN: (insert LBN)
Tax ID: (insert TIN)

____
(signature)
____
(name)
____
(title)
____
(date)

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ATTACHMENT A

Medicare Program Agreement, Appendix D

Vermont All-Payer ACO
Model Vermont Medicare
ACO Initiative

Appendix D - 3-Day SNF Rule Waiver Benefit
Enhancement

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I. Election of the 3-Day SNF Rule Waiver Benefit Enhancement

If the ACO wishes to offer the 3-Day SNF Rule Waiver Benefit Enhancement during a Performance Year, the ACO must–

A. Timely submit to CMS its selection of the 3-Day SNF Rule Waiver Benefit Enhancement in accordance with Section X.A of this Agreement and an Implementation Plan in accordance with Section XI of this Agreement for the 3-Day SNF Rule Waiver Benefit Enhancement; and

B. Timely submit in accordance with Section IV of this Agreement a true, accurate, and complete list of Initiative Participants that have agreed to participate in the 3-Day SNF Rule Waiver Benefit Enhancement and a true, accurate, and complete list of Preferred Providers that have agreed to participate in the 3-Day SNF Rule Waiver Benefit Enhancement.

II. Waiver

CMS waives the requirement in section 1861(i) of the Social Security Act for a three-day inpatient hospital stay prior to the provision of otherwise covered Medicare post-hospital extended care services ("**SNF Services**") furnished under the terms and conditions set forth in this Appendix ("**3-Day SNF Rule Waiver Benefit Enhancement**").

III. Eligible SNFs

A. For purposes of this waiver, an "**Eligible SNF**" is a SNF or a Swing-Bed Hospital that is an Initiative Participant or Preferred Provider that has (i) entered into a written agreement with the ACO to provide SNF Services in accordance with the SNF 3-Day Rule Waiver Benefit Enhancement under Section II of this Appendix; (ii) been identified by the ACO as having agreed to participate in the 3-Day SNF Rule Waiver Benefit Enhancement in accordance with Section I.B of this Appendix; and (iii) been approved by CMS to participate under the 3-Day SNF Rule Waiver Benefit Enhancement following a review of the qualifications of the SNF or Swing Bed Hospital to accept admissions without a

prior inpatient hospital stay ("**Direct SNF Admissions**") and admissions after an inpatient stay of fewer than three days.

B. CMS review and approval of a SNF or Swing Bed Hospital to provide services in accordance with the 3-Day SNF Rule Waiver Benefit Enhancement includes consideration of the program integrity history of the SNF or Swing Bed Hospital and any other factors that CMS determines may affect the qualifications of the SNF or Swing Bed Hospital to provide SNF Services under the terms and conditions of the 3-Day SNF Rule Waiver Benefit Enhancement. Additionally, at the time of CMS review and approval of a SNF to participate under the 3-Day SNF Rule Waiver Benefit Enhancement, the SNF must have an overall rating of three or more stars under the CMS 5-Star Quality Rating System in seven of the previous twelve months, as reported on the Nursing Home Compare website.

C. Eligibility of SNFs and Swing Bed Hospitals to provide services under this 3-Day SNF Rule Waiver Benefit Enhancement will be reassessed by CMS annually, prior to the start of each Performance Year.

D. The ACO shall maintain and provide to its Initiative Participants and Preferred Providers an accurate and complete list of Eligible SNFs and shall furnish updated lists as necessary to reflect any changes in SNF or Swing Bed Hospital eligibility. The ACO shall also furnish these lists to an Initiative Beneficiary, upon request.

E. The ACO must provide written notification to CMS within 10 days of any changes to its list of Eligible SNFs. Within 10 days following the removal of any Eligible SNF from the list of Eligible SNFs, the ACO must also provide written notification to the SNF or Swing-Bed Hospital that it has been removed from the list and that it no longer qualifies to use this 3-Day SNF Rule Waiver Benefit Enhancement.

F. The ACO shall provide a copy of this Appendix D to each Eligible SNF to which Beneficiaries are referred by Initiative Participants and Preferred Providers.

IV. Beneficiary Eligibility Requirements

A. To be eligible to receive services covered under the terms of the waiver under Section II of this Appendix the Beneficiary must be:

1. An Initiative Beneficiary at the time of admission to an Eligible SNF under this waiver or within the grace period under Section V of this Appendix; and
2. Not residing in a SNF or long-term care facility at the time of admission to an Eligible SNF under this waiver. For purposes of this waiver, independent living facilities and assisted living facilities shall not be deemed long-term care facilities.

B. A Direct SNF Admission will be covered under the terms of the waiver under Section II of this Appendix only if, at the time of admission, in addition to meeting the eligibility requirements under section IV.A of this Appendix D, the Beneficiary:

1. Is medically stable;
2. Has confirmed diagnoses;
3. Has been evaluated by a physician or other practitioner licensed to

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perform the evaluation within three days prior to admission to the Eligible SNF;
4. Does not require inpatient hospital evaluation or treatment; and
5. Has a skilled nursing or rehabilitation need that is identified by the evaluating physician or other practitioner and cannot be provided as an outpatient.

C. A SNF or Swing Bed Hospital admission will be covered under the terms of the waiver under Section II of this Appendix for a Beneficiary who is discharged to an Eligible SNF after fewer than three days of inpatient hospitalization only if, at the time of admission, the Beneficiary:
   1. Is medically stable;
   2. Has confirmed diagnoses;
   3. Does not require further inpatient hospital evaluation or treatment; and
   4. Has a skilled nursing or rehabilitation need that has been identified by a physician or other practitioner during the inpatient hospitalization and that cannot be provided on an outpatient basis.

V. Grace Period for Excluded Beneficiaries

In the case of a Beneficiary who was aligned to the ACO at the start of the applicable Performance Year but who is later excluded from alignment to the ACO during the Performance Year, CMS shall make payment for SNF Services furnished by an Eligible SNF to such Beneficiary without a prior 3-day inpatient hospitalization under the terms of the 3- Day SNF Rule Waiver Benefit Enhancement as if the Beneficiary were still an Initiative Beneficiary aligned to the ACO, provided that admission to the Eligible SNF occurs within 90 days following the date of the alignment exclusion and all requirements under Section IV of this Appendix are met.

VI. SNF Services Provided to Non-Eligible Beneficiaries

If an Eligible SNF provides SNF Services under this 3-Day SNF Rule Waiver Benefit Enhancement to a Beneficiary who does not meet the Beneficiary Eligibility Requirements in Section IV of this Appendix, the following rules shall apply:

A. CMS shall make no payment to the Eligible SNF for such services;
B. The ACO shall ensure that the Eligible SNF that provided the SNF Services does not charge the Beneficiary for the expenses incurred for such services;
C. The ACO shall ensure that the Eligible SNF that provided the SNF Services returns to the Beneficiary any monies collected from the Beneficiary related to such services.

VII. Responsibility for Denied Claims

A. If a claim for any SNF Services furnished to a Beneficiary by an Eligible SNF is denied as a result of a CMS error and the Eligible SNF did not know, and could not reasonably have been expected to know, as determined by CMS, that the claim would be denied, payment shall, notwithstanding such denial, be made by CMS for such SNF Services under the terms of the 3-Day SNF

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Rule Waiver Benefit Enhancement as though the coverage denial had not occurred.

B. If a claim for any SNF Services furnished to a Beneficiary by an Eligible SNF is denied for any reason other than a CMS error and CMS determines that that the Eligible SNF did not know, and could not reasonably have been expected to know, that payment would not be made for such items or services under Part A or Part B of Title XVIII:

   1. CMS shall, notwithstanding such determination, pay for such SNF Services under the terms of the 3-Day SNF Rule Waiver Benefit Enhancement as though the coverage denial had not occurred, but CMS will recoup these payments from the ACO. The ACO shall owe CMS the amount of any such payments, payable as Other Monies Owed for that Performance Year;
   2. The ACO shall ensure that the Eligible SNF that provided the SNF Services does not charge the Beneficiary for the expenses incurred for such services; and
   3. The ACO shall ensure that the Eligible SNF that provided the SNF Services returns to the Beneficiary any monies collected from the Beneficiary related to such services.

C. If a claim for SNF Services furnished to a Beneficiary by an Eligible SNF is denied and the Eligible SNF knew, or reasonably could be expected to have known, as determined by CMS, that payment would not be made for such items or services under Part A or Part B of Title XVIII:

   1. CMS shall not make payment to the Eligible SNF for such services;
   2. The ACO shall ensure that the Eligible SNF that provided the SNF Services does not charge the Beneficiary for the expenses incurred for such services; and
   3. The ACO shall ensure that the Eligible SNF that provided the SNF Services returns to the Beneficiary any monies collected from the Beneficiary related to such services.

D. If an Initiative Participant or Preferred Provider that is not an Eligible SNF submits a claim for SNF Services under this 3-Day SNF Rule Waiver Benefit Enhancement for which CMS only would have made payment if the Initiative Participant or Preferred Provider was an Eligible SNF participating in the 3-Day SNF Rule Waiver Benefit Enhancement at the time of service:

   1. CMS shall not make payment to the Initiative Participant or Preferred Provider for such services;
   2. The ACO shall ensure that the Initiative Participant or Preferred Provider that provided the SNF Services does not charge the Beneficiary for the expenses incurred for such services; and
   3. The ACO shall ensure that the Initiative Participant or Preferred Provider that provided the SNF Services returns to the Beneficiary any monies collected from the Beneficiary related to such services.

VIII. Compliance and Enforcement

A. CMS may revoke its approval of an Initiative Participant or Preferred

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Provider to participate as an Eligible SNF under the 3-Day SNF Rule Waiver Benefit Enhancement at any time if the Initiative Participant or Preferred Provider's continued participation in this 3-Day SNF Rule Waiver Benefit Enhancement might compromise the integrity of the Initiative.

B. The ACO must have appropriate procedures in place to ensure that Initiative Participants and Preferred Providers have access to the most up-to-date information regarding Beneficiary alignment to the ACO.
C. The ACO shall submit quarterly reports to CMS, in a manner to be determined by CMS, regarding its use of the 3-Day SNF Rule Waiver Benefit Enhancement. The ACO shall provide CMS with supplemental information upon request regarding its use of the 3-Day SNF Rule Waiver Benefit Enhancement.
D. CMS will monitor the ACO's use of the 3-Day SNF Rule Waiver Benefit Enhancement to ensure that services furnished under the Benefit Enhancement are medically appropriate and consistent with the terms of this Benefit Enhancement.
E. In accordance with Section XVIII of the Agreement, CMS may terminate or suspend the waiver under Section II of this Appendix or take other remedial action, as appropriate, if the ACO or any of its Initiative Participants or Preferred Providers fails to comply with the terms and conditions of the 3-Day SNF Rule Waiver Benefit Enhancement.

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ATTACHMENT B

QUARTERLY AUDIT TEMPLATE

Step 1: Quarterly submission of complete list of individuals admitted with the waiver during prior quarter within one week of the quarter end.

Step 2: Quarterly audit of 25% completion and submission within two weeks of receipt.

Results allow OneCare to ensure appropriateness of waiver utilization and highlight successes achieved through use of this waiver.

All submissions must be posted to OneCare's Secure Portal. Please do not email forms with PHI or PII.

Questions about the form? Contact Tawnya Safer, Clinical Program Specialist at tawnya.safer@onecarevt.org.

To be completed by OneCare:

SNF/Swing bed hospital name: ____________________
SNF/Swing bed hospital legal business name: ____________________
SNF contact: ____________________
Date Step 1 audit request sent: __________ Date Step 2 audit request sent: __________
Dates of quarter audited: ____________________
Audit due date (Step 1): __________ Audit due date (Step 2): __________

To be completed by SNF/Swing Bed Hospital:

Person completing form: ____________________
Title: ____________________
Email Address: ____________________
Phone Number: ____________________ Date completed: __________

Has your facility maintained at least a **3-Star** rating since **January 1, 2025**? ☐Yes ☐No

Step 1: List of patients admitted over the previous quarter using the 3-Day SNF Rule Waiver within one week following the completion of each quarter.

Attributed Patient's Name	Date of Birth	Medicare ID #	Date of SNF Admission	Originating Site (Emergency Department, Home, Short Inpatient Stay, Observation Status)	Primary Reason for SNF Stay
Add rows as needed					

☐ No admissions utilizing 3-Day SNF Rule Waiver

Step 2 (25%): Quarterly audit, documentation attestation and brief narrative summary.

Attributed Patient's Name	Date of Birth	Evidence of Patient Consent (Y/N)	Not a resident of long-term care facility at time of admission (Y/N)	Admitting Exam & Care Plan Development within 48 hours of arrival (Y/N)

Attributed Patient's Name	Medically stable at time of admission (Y/N)	Confirmed diagnosis at time of admission (Y/N)	Evaluated by a physician within 3 days prior to admission (Y/N)	Skilled nursing need identified by physician that cannot be provided as outpatient AND does not require inpatient treatment (Y/N)	Discharge Location/Status at Discharge

Attributed Patient's Name	Discharge Note to PCP within 7 days of discharge (Y/N)	Unplanned Re-admission to Inpatient or ED within 7 days (Y/N)	Unplanned Re-admission to Inpatient or ED within 30 days (Y/N)	SNF Readmission within 7 or 30 days following SNF discharge (Y/N)	If Y to Unplanned Hospital or SNF Readmission, Reason for Readmission

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Documentation Attestation:
All OneCare attributed beneficiaries admitted under the 3-Day SNF Rule Waiver require documentation that is equivalent to what an inpatient SNF transfer would require, including:

- Referring Provider note and orders
- Clearly documented medication orders including dose/indication
- Any follow-up appointments provided to SNF
- Any pending labs/imaging results
- PASRR-1(Preadmission Screening and Resident Review) form as required by the State of Vermont.

All aforementioned documentation is present and retrievable for each attributed beneficiary listed above.

____ ____________________
Facility Clinical Representative Name **Date**

Narrative: Brief summary of successes, challenges, and process improvement efforts related to the care of the above individuals and use of the waiver:

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