

Accountable Care Organization Name: OneCare Vermont Accountable Care Organization, LLC

Performance Period of Report: FY 20; Q1

Total Payer Contracts for Performance Period: 3

Date of Report Submission: 3/31/2020

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: Commercial Next Generation Accountable Care Organization Program Agreement (BCBSVT QHP) Contract Period: 1/1/2020 to 12/31/2020 Date Signed: 01/14/20
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 risk arrangement, trade secret risk corridor, trade secret % share
Contract Reference(s): Section 3.a.; Attachment B
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): Fee for service; trade secret
Contract Reference(s): Section 5.c.; Section 9; Attachment B; Attachment E Section 6.
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: trade secret
ACO Provider Agreement Reference(s): Section 4.g.
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>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) *Appendix A is trade secret</i>
Contract Reference(s): Attachment 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 (VBIF)
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts. Appendix B is trade secret</i>
Contract Reference(s): Attachment C
Attribution Methodology
Describe attribution methodology: trade secret
Contract Reference(s): Attachment A
Patient Protections
Describe patient protections included in ACO contracts or internal policies: (1) Attributed Lives will be free to use their providers of choice to the extent permissible pursuant to the terms and conditions of their health benefit plans; ACO will not limit access to medically necessary covered services (defined by the terms and conditions of the health benefit plans) in an effort to solely control costs without respect to quality; ACO will engage patients and families, or other supportive parties, as appropriate, as partners in the care they receive, as well as in organizational quality improvement activities and leadership roles where appropriate; ACO will inform Attributed Lives of their Member Protections and will ensure those Attributed Lives 'Member Protections are fulfilled; ACO will be available to Attributed Lives if those Attributed Lives have questions or concerns related to ACO Activities; ACO will maintain a grievance process as required to comply with all applicable laws and regulations (2) 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. (3) 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. (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.

Contract and Policy Reference(s): Sections 3.e.i.1-6, 4.c., 4.f.; 5.b., 7.a, 12.a., 12.c., 13.a., #5 is not a contractual obligation, however, carried out for all payer populations served by OneCare VT.

Payer Contract: Vermont All-Payer ACO Model Vermont Medicare ACO Initiative Participation Agreement Contract Period: 1/1/2020 to 12/31/2020 Date Signed: 12/27/19
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, 5% risk corridor, 100% share
Contract Reference(s): Sections X.A. and X.B.; Appendix B, Part 1, Section IV.D.; Appendix B, Part 2, Section IV.E.; Vermont All-Payer ACO Final Selection of Risk Arrangement and Savings/Loss Cap Alignment Performance Year 3 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.; 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: <i>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) *</i>
Contract Reference(s): Section II, “Covered Services”
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 Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): Section VIII.A.; Appendix B, Section III.C.3.
Attribution Methodology
Describe attribution methodology: Claims-based evaluation
Contract Reference(s): Appendix B, Sections I. and II.
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):): Section VI.B.; Section V.I.3.; Appendix J, Section IV.; Section V.F.; Section V.G.; Section V.H.; Section VII.A.1.; 06-19 OneCare Patient Complaint & Grievance Policy

Payer Contract: State of Vermont, Contract for Personal Services Contract Period: 1/1/2020 to 12/31/2020 Date Signed: 12/30/19
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, 4% risk corridor, 100% ACO risk for TCOC within risk corridor. Expanded Attribution Cohort: Two-sided, 2% upside risk corridor and 1% downside risk corridor, 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 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: <i>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) *</i>
Contract Reference(s): Attachment A Section 3; 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 Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): Attachment B Section J
Attribution Methodology
Describe attribution methodology: Claims-based evaluation and geographically-based evaluation (details TBD)
Contract Reference(s): Attachment A Sections 1.2, 1.3, 1.4,
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) 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 2.10, 5.10, 4.3, 4.11, 5.0, 2.4, 4.7, 4.8, 4.9, 4.10, 4.11, Attachment E-1 & E-2; Appendix F Section 7

Payer Contract: Blue Cross and Blue Shield of Vermont Primary Population Based Accountable Care Organization Program Agreement (BCBS Primary) Contract Period: 1/1/2020 to 12/31/2020 Date Signed: TBD
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? TBD – contract pending *
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)? *TBD – contract pending
Describe shared savings and shared risk arrangement(s): TBD – contract pending
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): TBD – contract pending
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: TBD – contract pending
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>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) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * TBD – contract pending
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): TBD – contract pending
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: TBD – contract pending
Contract Reference(s): TBD – contract pending
Patient Protections
Describe patient protections included in ACO contracts or internal policies: TBD – contract pending
Contract and Policy Reference(s): TBD – contract pending

Payer Contract: Commercial Next Generation Accountable Care Organization Program Agreement (MVP QHP)
Contract Period: 1/1/2020 to 12/31/2020
Date Signed:
Financial Arrangement – Shared Savings and/or Shared Risk Arrangements
Are shared savings possible? * TBD – contract pending
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)? * TBD – contract pending
Describe shared savings and shared risk arrangement(s): TBD – contract pending
Contract Reference(s): TBD – contract pending
Payment Mechanisms – Payer/ACO Relationship
Describe payment mechanism(s) between payer and ACO (AIPBP, FFS, etc.): TBD – contract pending
Contract Reference(s): TBD – contract pending
Payment Mechanisms – ACO/Provider Relationship
Describe payment mechanism(s) between ACO and ACO provider network: TBD – contract pending
ACO Provider Agreement Reference(s): TBD – contract pending
Services Included in Financial Targets (Total Cost of Care)
Services Included in Financial Targets: <i>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) *</i>
Contract Reference(s): TBD – contract pending
Quality Measurement
Is financial arrangement tied to quality of care or the health of aligned beneficiaries? * TBD – contract pending
Describe methodology for linking payments to quality of care or health of aligned beneficiaries (e.g., withhold, gate and ladder, etc.): TBD – contract pending
Quality Measures: <i>Complete Appendix B, Quality Measures, for all ACO-payer contracts.</i>
Contract Reference(s): TBD – contract pending
Attribution Methodology
Describe attribution methodology: TBD – contract pending
Contract Reference(s): TBD – contract pending
Patient Protections
TBD – contract pending
Contract and Policy Reference(s): TBD – contract pending