

STATE OF VERMONT  
DEPARTMENT OF VERMONT HEALTH ACCESS  
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC

PAGE 1 OF 3  
CONTRACT #34070  
AMENDMENT #5

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and OneCare Vermont Accountable Care Organization, LLC, with a principal place of business in Colchester, Vermont (the "Contractor") that Contract #34070 originally dated as of March 2, 2017, as amended, is hereby amended retroactively effective December 31, 2021 as follows:

I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2021 to December 31, 2022.

II. **Attachment A, Scope of Services.**

All references, wherever they may appear in the Contract, in Attachment A to "2021" shall be changed to "2022".

The fourth paragraph of Attachment A shall be deleted and replaced with the paragraph below:

For the period of January 1, 2022 through December 31, 2022, using prepaid shared-savings Community and Primary Care Funds from the Centers for Medicare and Medicaid Services (CMS), the Contractor shall fund the Blueprint for Health Patient-Centered Medical Home (PCMH) and Community Health Team (CHT) investments in the amount of \$4,788,187.00, equivalent to the 2021 budgeted amount of \$4,626,268.00 plus an inflationary factor of 3.50%, as approved by the Green Mountain Care Board. Of this 2022 total budget for PCMH and CHT payments, \$192,854.00, representing the annual inflationary increase for Calendar Year 2021, shall be allocated entirely to CHT administrative entities which are calendar year 2022 hospital participants in the Medicare All-Payer Accountable Care Organization (ACO) Model Agreement, to be distributed proportionally to the participating Blueprint providers on the basis of the attributed Medicare patient populations of those Health Service Areas. Funding in subsequent years may vary and the parties will cooperate regarding future funding, distribution, and programs to support. Contractor is acting as the fiscal agent for the purpose of this transaction, and will distribute the funds as directed by the State of Vermont.

III. **Attachment D, Modifications of Customary Provisions.**

Attachment D, Modifications of Customary Provisions is hereby deleted in its entirety and replaced with Attachment D as set forth in Appendix I to this Amendment #5.

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SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

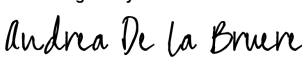
Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

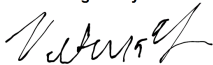
This document consists of 3 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC**

DocuSigned by:  
  
3/15/2022  
201B29C84E7E41E  
ANDREA DE LA BRUERE, DATE  
COMMISSIONER  
AHS/DVHA  
NOB1 SOUTH, 280 STATE DRIVE  
WATERBURY, VT 05671-1010  
PHONE: 802-585-5356  
EMAIL: ANDREA.DELABRUERE@VERMONT.GOV

DocuSigned by:  
  
3/15/2022  
ECC8FC61B6B546E  
VICTORIA E. LONER, DATE  
CHIEF EXECUTIVE OFFICER  
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC  
356 MOUNTAIN VIEW DRIVE  
COLCHESTER, VT 05466  
PHONE: 802-847-1844  
EMAIL: VICTORIA.LONER@ONECAREVT.ORG

**APPENDIX I  
ATTACHMENT D  
MODIFICATION OF CUSTOMARY PROVISIONS**

**I. The insurance requirements contained in Attachment C, Section 8 are amended to add:**

**i.** Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$2,000,000.00 per occurrence, and \$6,000,000.00 aggregate.

Automotive Liability: To the extent the Party does not own, rent, or use motor vehicles in connection with this Agreement, the requirement for automotive liability insurance is void. If Party's employee uses a personal vehicle in connection with this Agreement, Party shall ensure limits of coverage shall not be less than \$100,000.00 for bodily injury, with a combined single limit of \$300,000.00.

**ii. Technology professional liability and cyber liability insurance coverage:**

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor, to the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$2,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.