

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

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CONTRACT #34070
AMENDMENT #6

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, 2022 as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2022 to December 31, 2023. This Contract may be extended for up to two (2) additional one-year periods as agreed to by both Parties.
- II. **Attachment A, Scope of Services.**

All references, wherever they may appear in the Contract, in Attachment A to "2022" shall be changed to "2023".

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

For the period of January 1, 2023 through December 31, 2023, 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 \$5,037,220.00, equivalent to the 2022 budgeted amount of \$4,788,187.00 plus an inflationary factor of 5.2%, as approved by the Green Mountain Care Board. Of this 2023 total budget for PCMH and CHT payments, \$249,033.00, representing the annual inflationary increase for Calendar Year 2023, shall be allocated entirely to CHT administrative entities which are calendar year 2023 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. **By deleting Number 9 (Attachments) and Order of Precedence beginning on Page 2 of the base contract and replacing as follows:**

9. Attachments. This Contract includes the following attachments which are incorporated herein:

- Attachment A – Statement of Work
- Attachment B – Payment Provisions
- Attachment C – Standard State Provisions for Contracts and Grants
- Attachment D – Other Terms and Conditions for Information Technology Contracts
- Attachment F – Agency of Human Services' Customary Contract/Grant Provisions
- Attachment G – Federal Terms Supplement
- Appendix I – Subcontractor Approval Form

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Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- 1) Standard Contract
- 2) Attachment D - Other Terms and Conditions for Information Technology Contracts
- 3) Attachment C - Standard State Provisions for Contracts and Grants
- 4) Attachment G – Federal Terms Supplement
- 5) Attachment A - Statement of Work with Exhibits
- 6) Attachment B - Payment Provisions
- 7) Attachment F - Agency of Human Services’ Customary Contract/Grant Provisions
- 8) Other Attachments

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.

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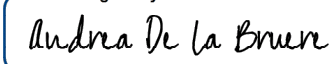
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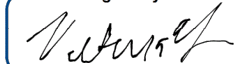
This document consists of 5 pages. Except as modified by this Amendment No. 6, all provisions of the Contract remain in full force and effect.

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:

1/24/2023
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:

1/19/2023
ECC8FEC81B6B548E...
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

ATTACHMENT G
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

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3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.