

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 effective January 1, 2020 as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2019 to December 31, 2020.
- II. **Attachment A, Scope of Services.**

All references, wherever they may appear in the Contract, in Attachment A to "2019" shall be changed to "2020".

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

The total prepaid shared savings Community and Primary Care Funds that the Contractor will receive from CMS for the period of January 1, 2020 through December 31, 2020, is up to a maximum of \$8,401,660.00. The amount apportioned to the PCMH and CHT shall be approximately \$4,433,414.00. The remainder will be the subject of a separate agreement with SASH. Funding in subsequent years may vary and the parties will cooperate regarding future funding, distribution and programs to support.

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.

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

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CONTRACT #34070
AMENDMENT #3**

This document consists of 2 pages. Except as modified by this Amendment No. 3, 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

By: E-SIGNED by Cory Gustafson
on 2019-12-30 18:38:39 GMT

**CORY GUSTAFSON, COMMISSIONER
AHS/DVHA
NOB1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0246
Email: Cory.Gustafson@Vermont.gov**

**ONECARE VERMONT ACCOUNTABLE CARE
ORGANIZATION, LLC**

By: E-SIGNED by Victoria Loner
on 2019-12-30 18:36:54 GMT

**VICTORIA E. LONER, 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**