

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

PAGE 1 OF 2
CONTRACT #34070
AMENDMENT #7

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, 2023 as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2023 to December 31, 2024. This Contract may be extended for up to one (1) additional one-year period 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 "2023" shall be changed to "2024".

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

For the period of January 1, 2024 through December 31, 2024, 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 \$5,253,820.00, equivalent to the 2023 budgeted amount of \$5,037,220.00 plus an inflationary factor of 4.3%, as approved by the Green Mountain Care Board. Of this 2024 total budget for PCMH and CHT payments, \$216,600.00, representing the annual inflationary increase for Calendar Year 2024, shall be allocated entirely to CHT administrative entities which are calendar year 2024 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.

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SOV Cybersecurity Standard 23-01. 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 23-01, as amended from time to time by State, which Contractor acknowledges has been provided to it in the current version, 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.

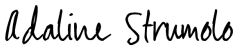
Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

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 2 pages. Except as modified by this Amendment No. 7, 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

DocuSigned by:

 ABEDE75BDF50473...
 ADALINE STRUMOLO
 INTERIM COMMISSIONER
 AHS/DVHA
 NOB1 SOUTH, 280 STATE DRIVE
 WATERBURY, VT 05671-1010
 PHONE: 802-585-5356
 EMAIL: ADALINE.STRUMOLO@VERMONT.GOV

2/2/2024

DATE

ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC

DocuSigned by:

 8ATT6D03049349D...
 ABE BERMAN
 INTERIM CHIEF EXECUTIVE OFFICER
 ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC
 356 MOUNTAIN VIEW DRIVE
 COLCHESTER, VT 05466
 PHONE: 802-847-5125
 EMAIL: ABE.BERMAN@ONECAREVT.ORG

2/2/2024

DATE