



## OneCare Vermont Accountable Care Organization, LLC Board of Managers Meeting Agenda

**February 15, 2022**  
**4:30 p.m. – 6:30 p.m.**  
**Zoom Meeting**

Time	Agenda Item	Presenter
4:30 p.m.	Call to Order and Board Announcements <ul style="list-style-type: none"> <li>▪ Welcome Board Manager Kristi Cross</li> </ul>	John Brumsted, MD
4:31 p.m.	Welcome Board Managers, Invited Guests, and Members of the Public	John Brumsted, MD
4:33 p.m.	Consent Agenda Items* <i>Vote to Approve Consent Agenda Items</i>	John Brumsted, MD
4:35 p.m.	Governance* <i>Vote to Approve Resolution Appointing Board Managers</i>  <i>Vote to Approve Resolution Adopting 10<sup>th</sup> Amended and Restated Operating Agreement</i>	John Brumsted, MD
4:40 p.m.	Health Service Area (HSA) Consultation Overview*	Carrie Wulfman, MD
5:10 p.m.	Public Comment Move to Executive Session* <i>Vote to Approve Resolution to Move to Executive Session</i>	John Brumsted, MD
6:25 p.m.	Votes <ol style="list-style-type: none"> <li>1. Approve Executive Session Consent Agenda Items</li> <li>2. Approve Resolution Adopting 2021 Operating Margin</li> </ol>	John Brumsted, MD
6:30 p.m.	Adjourn	John Brumsted, MD

\*Denotes Attachments

**Attachments:**

1. Consent Agenda Items
  - a. Draft OneCare Public Session Minutes January 18, 2022
  - b. Board Committee Reports February 2022
  - c. Financial Statement Package December 2021
  - d. Public Affairs Report February 2022

2. Governance
  - a. Resolution Appointing Board Managers
  - b. 10<sup>th</sup> Amended and Restated Operating Agreement – Redlines
  - c. 10<sup>th</sup> Amended and Restated Operating Agreement – Clean
  - d. Resolution Adopting 10th Amended and Restated Operating Agreement
3. HSA Consultation Overview Presentation
4. Resolution to Move to Executive Session



**OneCare Vermont Accountable Care Organization, LLC  
Board of Managers Meeting  
January 18, 2022  
Minutes**

A meeting of the Board of Managers of OneCare Vermont Accountable Care Organization, LLC (“OneCare”) was held remotely via video and phone conference on January 18, 2022.

I. Call to Order and Board Announcements

Board Chair John Brumsted, MD called the meeting to order at 4:31 p.m.

II. Welcome Board Managers, Invited Guests, and Members of the Public

Chair Brumsted welcomed members of the public in attendance and asked them to introduce themselves.

III. Consent Agenda Items

As part of the distributed pre-meeting materials, the Board received Consent Agenda Items including: (1) Draft OneCare Public Session Minutes December 21, 2021; (2) Board Committee Reports January 2022; (3) Financial Statement Package November 2021; (4) Public Affairs Report January 2022; (5) Summary of Policy Changes; (6) 02-04-PY22 Community Care Coordination Program Policy PY 2022; (7) 04-06 Disbursement Authority; and (8) 04-16-PY22 Community Care Coordination Payments PY 2022.

A Motion to Approve the Consent Agenda Items was made by D. Bennett seconded by S. LeBlanc, and approved by supermajority. R. Vincent and S. Lowell were not present for the vote.

IV. Governance

Board Chair Dr. Brumsted described the resolution. Vicki Loner, Chief Executive Officer, described the seat vacancies and the qualifications of the candidates.

A Motion to Approve the Resolution Appointing Board Manager and Chair of Population Health Strategy Committee was made by T. Dee, seconded by S. LeBlanc, and approved by supermajority. R. Vincent and S. Lowell were not present for the vote.

V. Legislative Session Discussion

Amy Bodette, Director of Public Affairs, introduce Lucie Garand, Government Relations Consultant with MMR. Ms. Garand described that Senate Pro Tem Becca Balint and House Speaker Jill Krowinski outlined their legislative priorities. Governor Scott delivered his State of the State address on January 5 and described his \$7.7B 2022 budget today, which funds among other things most of the workforce development initiatives he outlined in his State of the State address. The budget includes \$25M to support hospitals and providers, to stabilize the health care system, to add workforce, and to make more hospital beds available. Gov. Scott is also interested in expanding mobile mental health response units and expanding suicide prevention efforts. The first two weeks of the State legislative session have focused on the budget adjustment act which is incredibly complex and larger than usual due to the pandemic. The legislature is working to pass Act 6 to provide additional relief for the pandemic. The House Health Care committee is taking testimony on the Federal No Surprises Act to begin enforcing the law at the state level. The Senate Committee on Health and Welfare is working on a statewide mask mandate and will be taking testimony on affordable accessible health care. Health Care Reform and the State Auditor bill will be taken up by both committees. The Board discussed the opportunity for out-of-state providers to provide care to Vermonters via telehealth if legislation to do so is approved.

VI. Conflict of Interest Training

Greg Daniels, Chief Compliance and Privacy Officer, described the purpose of the Conflict of Interest Training and defined pertinent terms. Mr. Daniels presented and explained OneCare's Conflicts of Interest policy that requires: initial disclosure, annual disclosure, and interim disclosure. Conflicts can be managed by recusal, participating on committees, and divestiture, and Mr. Daniels outlined specific considerations for OneCare as an Accountable Care Organization (ACO). Mr. Daniels gave specific examples of conflict of interest and asked the Board of Managers to contact him directly with questions pertinent to individual conflict of interest situations. Mr. Daniels noted that compensation arrangements will need to be added to Question 5 on the Conflict of Interest form. Additional details can be found in the meeting materials.

VII. ACO Waivers – What Are They?

Linda Cohen, Assistant General Counsel for Contracting and Clinical Innovation, provided foundational education regarding ACO Fraud and Abuse Waivers. ACOs are an innovation program at the Centers for Medicare and Medicaid Services (CMS) and Fraud and Abuse Waivers are part of the toolkit CMS provides to ACOs. Waivers protect arrangements involving ACOs and Participants that might otherwise not meet Anti-Kickback and Stark laws. CMS gives ACOs Waivers to move out of the traditional regulatory framework so that they can succeed in an innovative framework. The ACO must actively participate in the use of the Waivers and the Waivers can extend for the

duration of ACO participation in the Medicare program. Ms. Cohen gave examples of past Waiver use such as for Psychiatric Urgent Care for Kids.

VIII. Public Comment

There were no public comments.

IX. Move to Executive Session

A Motion to Approve the Resolution to Move to Executive Session was made by M. Costa, seconded by Dr. J. Gilwee and was approved by a unanimous vote.

X. Votes

1. Approve Executive Session Consent Agenda Items – Approved by Majority
2. Approve Resolution Invoking 2022 Participation Waivers – Approved by Majority
3. Approve Resolution Adopting Categories of Appropriate Waiver Uses – Approved by Majority
4. Approve Resolution Adopting 2022 Corporate Goals – Approved by Supermajority

XI. Adjournment

Upon a Motion made by Dr. J. Brumsted, seconded by T. Huebner, and approved by a unanimous vote, the meeting adjourned at 6:32 p.m.

**Attendance:**

OneCare Board Managers

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Dan Bennett       | <input checked="" type="checkbox"/> Claudio Fort   | <input checked="" type="checkbox"/> Toby Sadkin, MD   |
| <input checked="" type="checkbox"/> Bob Bick          | <input checked="" type="checkbox"/> Jen Gilwee, MD | <input type="checkbox"/> John Sayles                  |
| <input checked="" type="checkbox"/> John Brumsted, MD | <input type="checkbox"/> Steve Gordon              | <input checked="" type="checkbox"/> Adriane Trout, MD |
| <input checked="" type="checkbox"/> Coleen Condon     | <input checked="" type="checkbox"/> Tom Huebner    | <input checked="" type="checkbox"/> Cynthia Turner    |
| <input checked="" type="checkbox"/> Michael Costa     | <input checked="" type="checkbox"/> Steve LeBlanc  | <input checked="" type="checkbox"/> Rick Vincent      |
| <input checked="" type="checkbox"/> Betsy Davis       | <input checked="" type="checkbox"/> Sierra Lowell  |   |
| <input checked="" type="checkbox"/> Tom Dee           | <input type="checkbox"/> Stuart May                |   |

- S. Lowell joined the meeting at 4:43 p.m.
- R. Vincent joined the meeting at 5:03 p.m.
- C. Condon departed the meeting at 5:30 p.m.
- B. Bick departed the meeting at 5:57 p.m.

OneCare Risk Strategy Committee

- Dean French, MD
- Steve Leffler, MD

Brian Nall

Shawn Tester

B. Nall joined the meeting at 4:44 p.m.

OneCare Leadership and Staff

- Vicki Loner
- Sara Barry
- Greg Daniels, Esq.
- Carrie Wulfman, MD
- Alida Duncan

- Tom Borys
- Amy Bodette
- Derek Raynes
- Josiah Mueller

- Linda Cohen, Esq.
- Lucie Garand
- Ginger Irish
- Martita Giard

DRAFT FOR APPROVAL



## OneCare Board of Managers Committee Reports February 2022

### **Executive Committee** (meets monthly)

At its February 7 meeting, the Executive Committee reviewed OneCare's Tenth Amended and Restated Operating Agreement. The committee nominated two Board Managers for three-year term renewals for a vote by the Board of Managers on February 15. The committee discussed commercial payer contracts, program evolution, and program and financial models for future ACO program years. The committee is next scheduled to meet on March 3, 2022.

### **Finance Committee** (meets monthly)

At its meeting February 9, the committee approved December financial statements and meeting minutes. Committee members were discussed and approved the 2022 Value Based Incentive Fund Policy. The committee discussed strategy for the Comprehensive Payment Reform (CPR) program and for commercial payer programs. Lastly, the committee discussed OneCare's line of credit and strategy for 2023 financial priorities, aggregate risk levels, and risk sharing. The committee meets next on March 9, 2022.

### **Population Health Strategy Committee** (meets monthly)

The next committee meets next on March 14, 2022.

### **Patient & Family Advisory Committee** (meets monthly)

At its meeting January 25, the committee heard brief updates regarding work undertaken by the OneCare Board of Managers and current public affairs topics. The Care Coordination Program Administrator facilitated a 2022 Care Coordination Questions and Answers session with committee members. The meeting wrapped up with time for members to reflect on 2021 committee engagement opportunities, survey topics for future planning, and annual compliance forms for completion. The committee meets next on February 22, 2022.

### **Prevention and Health Promotion Advisory Committee** (meets quarterly)

The next committee meeting is currently being scheduled.

### **Audit Committee** (meets quarterly)

At its February 10 meeting, the Audit Committee discussed and approved the Chief Compliance and Privacy Officer Quarterly Report. The committee also recommended and approved the draft Compliance Work Plan for 2022. The committee is scheduled to meet next on Tuesday, June 28, 2022.

**OneCare Vermont**  
**Statement of Financial Position**  
**For the Periods Ended**

	12/31/2021	11/30/2021	Variance
<b><u>ASSETS</u></b>			
<b>Current assets:</b>			
Unrestricted Cash	12,401,721	6,166,881	6,234,841
OCV Reserve Funding	4,000,000	4,000,000	-
Advance Funding-Medicaid	-	11,902,464	(11,902,464)
Outstanding VBIF	1,260,402	1,110,953	149,448
Deferred par fees	821,089	888,032	(66,942)
Undistributed Grant Funding	-	-	-
Undistributed Medicare - 2019	-	-	-
<b>Total Cash</b>	<b>18,483,212</b>	<b>24,068,330</b>	<b>(5,585,118)</b>
Network Receivable	60,057	120,114	(60,057)
Network Receivable-Settlement	773,663	2,676,352	(1,902,689)
Other Receivable	55,002	3,383,611	(3,328,609)
Other Receivable-Settlement	22,172,240	16,610,347	5,561,894
Prepaid Expense	392,626	1,206,018	(813,393)
Property and equipment (net)	82,607	38,392	44,215
<b>TOTAL ASSETS</b>	<b>42,019,407</b>	<b>48,103,163</b>	<b>(6,083,756)</b>
<b><u>LIABILITIES AND NET ASSETS</u></b>			
<b>Current liabilities:</b>			
Accrued Expenses - Accounts payable	779,663	633,637	146,026
Accrued Expenses Deliverables	-	16,459	(16,459)
Accrued PHM Expenses (payors)	506,838	1,199,204	(692,367)
Accrued Expenses	1,286,501	1,849,300	(562,799)
Accrued Expenses -Settlement	4,929,749	9,998	4,919,751
Network Payable	4,962,522	3,613,874	1,348,648
Network Payable-settlement	17,301,449	15,023,168	2,278,281
Notes Payable	-	-	-
CTO Liability	512,857	520,323	(7,466)
Payroll accrual	79,637	32,635	47,002
Deferred Income	2,196,667	16,106,941	(13,910,275)
Deferred Grant Income	-	-	-
Due to Related Parties - UVMMC	3,163,060	2,950,673	212,387
Due to Related Parties - DHH	-	-	-
<b>Total Liabilities</b>	<b>34,432,442</b>	<b>40,106,913</b>	<b>(5,674,471)</b>
<b>Net assets:</b>			
Unrestricted - UVMMC	2,843,214	2,843,214	-
Unrestricted - DHH	2,843,214	2,843,214	-
Current Year Profit to Date	1,900,538	2,309,824	(409,286)
<b>Total net assets</b>	<b>7,586,965</b>	<b>7,996,251</b>	<b>(409,286)</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>42,019,407</b>	<b>48,103,164</b>	<b>(6,083,756)</b>

## OneCare Vermont

Surplus & Loss Statement: YTD December 2021

	December Actual	Monthly Budget	Month Variance	YTD Actual	YTD Budget	YTD Variance
Fixed Prospective Payments Funding	33,928,641	33,937,860	(9,219)	410,972,209	407,254,322	3,717,887
Payor Contracts Funding	868,321	993,635	(125,314)	11,995,065	11,923,620	71,445
DSR Funding	1,375,359	241,667	1,133,692	2,684,973	2,900,000	(215,027)
Other Funding	674,959	872,682	(197,723)	9,039,837	10,472,186	(1,432,348)
Settlement Income	11,195,023	-	11,195,023	16,499,031	-	16,499,031
Deferred Participation Fees (prior year)	66,942	190,745	(123,802)	1,913,675	2,288,937	(375,262)
Participation Fees	1,031,111	1,254,710	(223,599)	14,824,757	15,056,520	(231,762)
<b>Total Funding</b>	<b>49,140,357</b>	<b>37,491,299</b>	<b>11,649,058</b>	<b>467,929,548</b>	<b>449,895,585</b>	<b>18,033,964</b>
Fixed Payments	33,710,832	33,758,351	47,519	408,266,361	405,100,213	(3,166,149)
Populations Health Mgmt Payment	732,177	707,496	(24,682)	8,959,978	8,489,946	(470,032)
Complex Care Coordination Program	936,635	538,265	(398,370)	5,900,795	6,459,185	558,390
Value-Based Incentive Fund	(37,267)	186,332	223,599	2,086,444	2,235,990	149,546
Blueprint Funding	730,594	730,594	(0)	8,767,134	8,767,133	(1)
Other PHM Programs	1,088,422	244,788	(843,634)	2,363,890	2,937,460	573,570
Settlement Expense	11,218,135	-	(11,218,135)	16,511,057	-	(16,511,057)
<b>PHM Expenses</b>	<b>48,379,530</b>	<b>36,165,827</b>	<b>(12,213,703)</b>	<b>452,855,660</b>	<b>433,989,926</b>	<b>(18,865,733)</b>
Salaries, payroll taxes and fringe benefits	730,250	803,838	73,588	8,189,237	9,646,062	1,456,825
Consulting, legal and purchased services	72,796	98,346	25,550	877,930	1,180,148	302,218
Software, licenses and maintenance	349,661	300,410	(49,251)	2,650,509	3,604,919	954,410
Travel, supplies, other	17,405	122,877	105,472	1,455,675	1,474,530	18,855
<b>Operating Expenses</b>	<b>1,170,112</b>	<b>1,325,472</b>	<b>155,359</b>	<b>13,173,351</b>	<b>15,905,658</b>	<b>2,732,308</b>
<b>Total Expenses</b>	<b>49,549,642</b>	<b>37,491,299</b>	<b>(12,058,344)</b>	<b>466,029,010</b>	<b>449,895,585</b>	<b>(16,133,425)</b>
<b>Net Income (Loss)</b>	<b>(409,286)</b>	<b>-</b>	<b>(409,286)</b>	<b>1,900,538</b>	<b>-</b>	<b>1,900,538</b>



# OneCare Vermont

Public Affairs Report | February 2022

## Media Coverage

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### Brumsted to retire as chief of UVM Health Network, medical center

[January 25, 2021, VTDigger](#)

This article announces Dr. Brumsted's upcoming September 2022 retirement from his position as University of Vermont Health Network president and CEO. Noted in this article is Dr. Brumsted's November 2021 announcement of plans to step down from his position as chair of the OneCare Vermont board of managers in January 2022. As outlined in this article, the original timeline has now been delayed. Given the pressures facing our health care delivery system because of the ongoing pandemic, Dr. Brumsted will stay on as Board Chair of OneCare to provide more time to complete the nominating and selecting process for the next chair.

## Government Relations

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### State Legislative Update

The legislature continues to focus on moving crucial bills including the Budget Adjustment Act which is set to pass out of the Senate this week. They continue to focus on bills that will shore up the healthcare and mental health workforce. [H.654](#) which focuses on the extension of Regulatory Flexibilities and Telehealth was passed last year and has shifted over to the Senate for continued discussion ahead of the March 31 deadline under the existing statute. Additionally, the House Health Care Committee passed [H.655](#) out of committee, which creates a tiered approach to telehealth licensure.

The Senate Health and Welfare Committee took testimony from consultants. [Donna Kinzer](#), hired by the Healthcare Reform Oversight Committee, focused on the evolution of Vermont's Healthcare Regulatory System and recommended global budgeting for hospitals. During its Fiscal Year 2023 budget testimony, the Green Mountain Care Board requested \$2-\$5 million in order to study and implement global budgets for hospitals.

The Joint Task Force on Affordable, Accessible Healthcare heard from [Josh Slen](#) who focused on policy options to help control health care costs. Both presentations were the "final reports" and were similar to the presentations given to the respective committees in December 2021.

Senator Ginny Lyons, chair of the Senate Health and Welfare Committee, has introduced two bills that focus on expanding the Blueprint ([S.285](#)) and strengthening primary care ([S.244](#)). S.244 could potentially have impacts on the ACO as it calls for Medicaid to increase the rate of Medicaid Reimbursement for

Primary Care visits as well as requiring that Medicare include annual increases for primary care spending under any extension or renewal of the All Payer Model Agreement.

## Green Mountain Care Board

At its January 12 meeting, the GMCB heard from a panel of health care reform leaders to inform the next steps in Vermont hospital sustainability planning. The panel presented data on hospital capacity and potential short and long term approaches to dealing with hospital sustainability based on previous studies. Presenters included [Dr. David Goodman](#), [Dr Elliott Fisher](#), [Michael Balit](#), and [Dr. Bruce Harmory](#). They all highlighted current stressors for hospitals and health systems including a workforce shortage, rapidly increasing costs of pharmaceuticals and supplies, and supply chain shortages. Presenters said regionalizing health care delivery could be an answer to hospital sustainability.

At the same meeting, the GMCB also heard from Clover Health Partners, a Direct Contracting Entity. Clover [requested](#) to be exempt from having a budget hearing due to their size and number of lives covered. The board stated that Clover would not have to present a budget during a “hearing” but that they would expect Clover to be present to answer any questions when GMCB staff presented their recommendations regarding Clover’s budget.

At its January 21 meeting, GMCB Legal Counsel and Staff presented the [GMCB Authorities](#) and [Hospital Sustainability Planning Key Findings and Paths Forward](#). This presentation is also the final report which will be presented to both the House Health Care and Senate Health and Welfare committees.

During the meeting, both Chair Mullin and Member Holmes recognized the extreme stresses hospitals are currently under. Chair Mullin noted that the hospital sustainability planning conversation will be a months- and years-long process, and board member Holmes spoke about transformation dollars that are on the table that could be helpful in this process.

At its January 26 meeting(s), the GMCB heard from Susan Ridzon and Elizabeth Hunt regarding the [Collaborative Surgery Center’s Certificate of Need](#) (CON). There was also a [presentation](#) by the Department of Vermont Health Access (DVHA) on the Vermont Essential Health Benefit Benchmark Plan Review (for changes to the Essential Health Benefits package beginning 2024), as well as a [presentation](#) focusing on the beginning discussions of the Fiscal Year 2023 Hospital budget guidance.

## Outreach and Advocacy

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### Teen Think Tank Project

Vicki Loner recorded an episode about health care reform for Teen Think Tank Project’s (TTTP) *Here’s the Problem Podcast*. Here’s the Problem Podcast features experts and professionals offering diverse perspectives on the social issues students and future changemakers will tackle as adults. You can listen to the episode, [The Future of Healthcare Systems](#), on the Teen Think Tank Project website or wherever you listen to podcasts.

## Social Media Highlights: Value Based Care & Mental Health Advocacy



OneCare announced on its social media channels that it co-sponsored two health-related events in late January. The first was Health Care Value Week, January 24-28, 2022, which is hosted annually by a diverse group of leading health industry stakeholders. This week-long event featured opportunities for stakeholders to engage in meaningful dialogue and celebrated the progress that has been made in value-based care across the country. OneCare is proud to support the advancement of value-based care in Vermont, leading to an improved system for all.

The second event that OneCare sponsored was Vermont Mental Health Advocacy Day on January 31, 2022. This important event is presented annually by NAMI Vermont, a statewide non-profit, grassroots volunteer organization that provides education, support, and advocacy on mental health issues. For this year's event, mental health advocates and co-sponsoring organizations

advocated for an improved mental health system of care focusing on the theme of “Now is the Time for Hope & Recovery.” The agenda included activities of interest for every mental health advocate and supporter, a welcome address from state leaders, a keynote presentation, and community members sharing their mental health stories and experiences.

## Follow Us

You can keep up with OneCare on our [blog](#), [LinkedIn](#), and [Twitter](#) (@OnecareVermont) and with OneCare’s primary prevention program RiseVT on [Facebook](#), [Instagram](#), and [YouTube](#). We would greatly appreciate it if you like and share our content to help spread awareness.

Questions? Contact OneCare Public Affairs using the [Contact Us](#) form on our website or email us at [public@onecarevt.org](mailto:public@onecarevt.org).



OneCare Vermont

## OneCare Vermont Accountable Care Organization Board of Managers Resolution Appointing Board Managers February 15, 2022

**BE IT RESOLVED** by the Board of Managers (the “Board”) of OneCare Vermont Accountable Care Organization, LLC (“OneCare”) as follows:

The Board, having reviewed and discussed the recommendations of the Nominating Committee and the qualifications of the candidates, hereby elects to seat the following Managers:

- A. Dan Bennett, Critical Access Hospital Manager for a three year term renewal ending on March 31, 2025; and
- B. Adriane Trout, MD, Independent Physician Manager for a three year term renewal ending on April 30, 2025.

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~~NINTH~~ TENTH AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
ONECARE VERMONT  
ACCOUNTABLE CARE ORGANIZATION, LLC

{B2466358.1 11080-0200}

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**TENTH NINTH AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC**

This ~~Tenth Ninth~~ Amended and Restated Operating Agreement of ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC (this “Agreement”), a limited liability company organized under the laws of the State of Vermont (the “Company”), is made by and between the Company and The University of Vermont Health Network Inc., a Vermont nonprofit corporation (“UVM Health Network”) (the “Member”).

Background

A. The University of Vermont Medical Center Inc. (“UVM Medical Center”) and Dartmouth-Hitchcock Health (“D-HH”) formed the Company to operate an ACO (as defined in Section 1.7(a) below) that participates in federal and state ACO Programs (as defined in Section 1.7(c) below), and that may engage in other accountable care activities that are consistent with this purpose, including arrangements with commercial payers and self-insured health plans.

B. The Company was organized under Chapter 21 of Title 11 of the Vermont Statutes Annotated (said statute, which has since been reconstituted as Chapter 25 of Title 11 of the Vermont Statutes Annotated.

C. The Company’s operating affairs have been governed by that certain Operating Agreement of OneCare Vermont Accountable Care Organization, LLC, dated as of August 3, 2012 (the “Operating Agreement”), as further amended and restated.

D. The Member and the Company wish to amend and restate the ~~Ninth Eighth~~ Operating Agreement as specified in this Agreement; to create the role of Vice Chair of the Board, recognize the withdrawal of D-HH and the transfer of the sole remaining Membership Interest from UVM Medical Center to UVM Health Network.

In consideration of the foregoing premises, and the covenants and agreements herein contained, the parties do hereby agree as follows:

**ARTICLE I  
FORMATION**

1.1 Name. The name of the limited liability company governed by this Agreement is OneCare Vermont Accountable Care Organization, LLC (the “Company”).

1.2 Formation of Company. The Company was organized under the Act by filing  
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Articles of Organization with the Vermont Secretary of State.

1.3 Principal Office. The initial principal office of the Company is located at 356 Mountain View Drive, Suite 301, Colchester, Vermont 05446.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of Vermont, and the registered agent of the Company, shall be as set forth in the Articles of Organization filed with the Secretary of State of the State of Vermont.

1.5 Term of Company. The Company shall continue until dissolved and terminated by operation of law or in accordance with this Agreement.

1.6 Purpose of Company.

(a) Nonprofit and Tax-Exempt Purpose. The Company is organized and shall be operated exclusively for charitable, educational, literary, and scientific purposes within the meaning of section 501(c)(3) of the Code, as specified in the Articles of Organization, including but not limited to the lessening the burdens of government and the promotion of health. Within the limitations established by the preceding sentence, and in furtherance of such non-profit and tax-exempt purposes, the Company may do any and all other acts and things and exercise any and all other rights and powers which may be reasonably necessary, incidental, desirable, or expedient in the accomplishment of its charitable, education, literary, and scientific purposes, including for such purposes the making of distributions of property or cash to governmental units and organizations that qualify as exempt organizations under section 501(c) of the Code.

(b) Organization of ACO. In furtherance of the nonprofit and tax-exempt purposes described in Section 1.6(a) above, the Company shall, among its activities, pursue governmental sponsored value based payment arrangements, such as the Vermont All Payer Model (as defined in Section 1.7(i) below), or other governmental or commercial-payer value-based payment programs, and engage in other similar activities that are consistent with these purposes, including ACO activities and healthcare-reform activities.

(c) Restrictions on Company Activities.

(i) The Company shall not carry on any activities that are not permitted to be carried on by an organization exempt from taxation pursuant to section 501(c)(3) of the Code (such organization a “501(c)(3) Organization”).

(ii) No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation (it being acknowledged, however, that the Company may make, as well as revoke, a section 501(h) election), and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in

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opposition to) any candidate for public office.

(iii) The Company shall not merge with or convert into a for-profit entity.

(iv) No part of the net earnings of the Company shall inure to the benefit of, or be distributable to private persons except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.6(a) above.

(d) Other Company Activities. Subject to the provisions of Section 1.6(a), (b), and (c) above, the Company shall be permitted to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

1.7 Definitions. Capitalized terms used in this Agreement have the meanings given to them throughout this Agreement. The following terms have the meanings given to them below:

(a) “ACO” or “Accountable Care Organization” means an organization of ACO Participants that has a formal legal structure, is identified by a federal taxpayer identification number, and agrees to be accountable for the quality, cost, and overall care of the beneficiaries and other patients assigned to it (as specified in 18 V.S.A. § 9373(16)).

(b) “ACO Participant” and “Participant” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, attributes lives.

(c) “ACO Program” means a contractual arrangement between an ACO and a payer for population health management through an alternative payment arrangement or otherwise.

(d) “All Payer Model Agreement” means that certain Vermont All-Payer Accountable Care Organization Model Agreement, by and among CMS, the Governor of Vermont, the Green Mountain Care Board, and the Vermont Agency of Human Services, dated as of October 27, 2016, as may be amended or restated from time to time

(e) “Clinical Model” means the Company’s guidelines, processes, and procedures for quality and cost effectiveness founded on three interrelated and mutually supporting elements of quality performance measure management, care coordination, and clinical data sharing, and clinical and patient management plans that: (i) promote evidence based medicine, (ii) foster patient engagement, (iii) provide for reporting on quality and cost, (iv) require and facilitate the coordination of clinical care among providers and suppliers, and (v) adopt a patient-centeredness focus.

(f) “CMS” means the Centers for Medicare & Medicaid Services.

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(g) “Preferred Provider” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, does not attribute lives.

(h) “Qualified” means, with respect to an ACO Participant or a Preferred Provider, that such ACO Participant or Preferred Provider participates in at least one the Company’s core programs as defined annually in the Company’s ACO Core Programs policy, as may be amended from time to time.

(i) “Vermont All Payer Model” means the test by which Medicare, Medicaid, and commercial payers located in Vermont incentivize healthcare value and quality with a focus on health outcomes through arrangements with an ACO, as specified in the Payer Model Agreement.

## **ARTICLE II MEMBERS; MEMBERSHIP INTERESTS**

### 2.1 Members; Membership Interests; Units.

(a) Members. The Member is a 501(c)(3) Organization.

(b) Contribution. The Member has contributed to the Company the cash and/or property described on Schedule 2.1 of this Agreement.

(c) “Membership Interest” Defined. For purposes of this Agreement, the “Membership Interest” of a Member includes: (i) the Member’s status as a Member; (ii) all other rights, benefits, and privileges enjoyed by the Member under the Act, the Articles of Organization, or this Agreement in its capacity as a Member, including that Member’s rights to vote, consent, and approve and otherwise to participate in the management of the Company; and (iii) all obligations, duties, and liabilities imposed on the Member, if any, under the Act, the Articles of Organization, or this Agreement in its capacity as a Member.

(d) Forfeiture of Membership Interest by Member. If a Member ceases to be a 501(c)(3) Organization, such Member’s Membership Interest shall automatically and immediately be forfeited to the Company.

(e) Member Enforcement of Rights in Company. Each Member will expeditiously and vigorously enforce all of its rights in the Company under the Act and any other applicable law, and will pursue all legal and equitable remedies to protect such Member’s interest in the Company and enforce the terms of this Agreement.

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2.2 Prohibition on Distributions. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

### **ARTICLE III ACCOUNTING**

3.1 Fiscal Year of Company. The fiscal year of the Company shall be the calendar year.

3.2 Accounting Method. The Company books shall be kept on the accrual basis method of accounting.

3.3 Records and Reports. Proper and complete books of account of the Company business shall be kept at the Company's principal office and shall be open to inspection by any of the Members or their authorized representatives at any reasonable time during business hours.

3.4 Annual Reports. Within 120 days after the end of each fiscal year, the Company shall furnish to each Member information sufficient to enable the Members to prepare their individual federal and state income tax returns.

3.5 Annual Report to Vermont Secretary of State. Within two and one-half months after the end of each fiscal year, the Company shall file with the Vermont Secretary of State an annual report in compliance with section 4033 of the Act.

### **ARTICLE IV MANAGEMENT**

4.1 Board of Managers.

(a) Size and Composition of Board. Except for powers specifically reserved to the Members in this Agreement, or by non-waivable provisions of the Act, the business and affairs of the Company shall be under the exclusive management and control of a board of up to 21 Managers (collectively, the "Board of Managers" or "Board" and each, individually, a "Manager"). At least 75% of the Managers must be Participants or Preferred Providers, or designees of Participants or Preferred Providers. The size and composition of the Board may be modified from time to time, with the consent of the Members and a supermajority vote of the Board, to reflect changes in the number and composition of ACO Participants, or for other reasons deemed appropriate by the Members and Board. Initially, the Board shall comprise the following Managers:

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(i) 3 Managers appointed by the Member, as follows (such Managers, the “Appointed Managers”):

(x) 3 Managers appointed by UVM Health Network;

(ii) Up to 18 Managers elected by the Managers already serving on the Board and nominated according to the procedures set forth below:

(x) Up to 4 Managers who shall serve as consumer representatives, nominated by the Executive Committee (as defined in Section 4.4(b) below) and representing:

(i) 1 Medicare beneficiary;

(ii) 1 Medicaid representative;

(iii) commercial insurance beneficiary of each insurer that has both an ACO Program with the Company and the market share required by the Green Mountain Care Board for a Board representative;

(y) Up to 3 at-large Managers nominated by the Executive Committee;

(z) Up to 11 Managers nominated as follows, provided that each nominated Manager and nominating entity specified below must be Qualified:

(i) 1 Manager nominated by an ACO Participant that is an academic medical center located in New Hampshire and serving Vermonters;

(ii) 1 Manager nominated by an ACO Participant that is an academic medical center located in Vermont and serving Vermonters;

(iii) 2 Managers jointly nominated by ACO Participants who are Federally Qualified Health Centers;

(iv) 1 Manager nominated by ACO Participants that are Critical Access Hospitals located in Vermont, provided that such ACO Participants are not affiliated with a Member;

(v) 1 Manager jointly nominated by ACO Participants that are Community Prospective Payment System hospitals located

in Vermont;

- (vi) 2 Managers jointly nominated by ACO Participants that are independent private physician practices, provided that at least one of such Managers is a practicing primary care physician in an ACO Participant;
- (vii) 1 Manager jointly nominated by Preferred Providers that are also skilled nursing facilities;
- (viii) 1 Manager jointly nominated by Preferred Providers that are also home health or home health and hospice agencies; and
- (ix) 1 Manager jointly nominated by Preferred Providers that are designated by the Vermont Department of Mental Health to provide mental-health and substance-abuse treatment.

(b) Voting; Procedure. Within the Board of Managers, each Manager shall have 1 vote. The Board shall take action as a single body, and no Manager shall take any action individually on behalf of the Company, except as may be authorized by the vote or consent of the Board. Except for those Board decisions requiring Supermajority Approval (as defined in Section 4.2 below), all decisions to be made and actions to be taken by the Board shall be determined by the affirmative vote of a majority of the Managers on the Board.

(c) Terms. Upon appointment, each Manager shall serve for a three year term. Except for the Appointed Managers, who are not subject to term limitations, each Manager may be appointed for up to three consecutive terms. Each Manager's service will be subject to the assessment of the Board and the entity(-ies) that nominated such Manager upon the conclusion of such Manager's three year term. The Managers will have staggered terms as determined by the Board from time to time.

(d) Removal/Replacement. An Appointed Manager may be removed and/or replaced by the Member that appointed such Appointed Manager. All other Managers may be removed and/or replaced by a majority vote of the Board. Vacancies on the Board, whether occurring as a result of a Manager's resignation or removal, shall be filled as set forth in Section 4.1(a) above, pursuant to the nomination and election procedure that was used to nominate and elect the departing Manager.

(e) No Compensation; Expense Reimbursement. Except as may be provided in a written agreement approved by a majority of the Board, no Manager other than consumer representatives shall be entitled to compensation from the Company for serving as Manager.

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Each Manager, however, shall be reimbursed for all expenses incurred by the Manager in furtherance of the business of the Company and consumer representatives may receive a reasonable stipend.

4.2 Actions Requiring Supermajority Approval of Board. Notwithstanding any other provision of this Agreement to the contrary, without the approval of a supermajority of the Board, which for purposes of this Agreement means the vote of two-thirds (2/3) or 66.67% or more of the Managers eligible to vote, including the vote of at least one of the Appointed Managers appointed by UVM Health Network (such approval, a “Supermajority Approval”), the Company shall not take any of the following actions:

- (a) Sell, gift, exchange, lease, mortgage, transfer or otherwise dispose of any real or tangible property of the Company (or any interest therein) with a value in excess of \$100,000;
- (b) Purchase any real or personal property with a value in excess of \$100,000;
- (c) Execute any instrument, ACO Program Agreement, or take any action to bind the Company to any fixed or contingent obligation in excess of \$100,000;
- (d) Borrow money on behalf of the Company in excess of \$100,000 or issue any evidence of indebtedness in connection therewith or secure any such indebtedness by mortgage, deed of trust, pledge, or other lien on Company assets;
- (e) Guarantee the payment of money or the performance of any contract by another person or entity where the obligation to pay or perform exceeds \$100,000;
- (f) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company for an amount in excess of \$100,000; submit any or all such claims or liabilities to arbitration; and confess a judgment against the Company in connection with any litigation in which the Company is involved for an amount in excess of \$100,000; or
- (g) Merge or consolidate the Company with another entity;
- (h) Adopt or create any kind of incentive compensation plan for employees or consultants of the Company;
- (i) Make a loan to any person or entity for any amount;
- (j) Amend or modify the Articles of Organization or the provisions of this Agreement;
- (k) Admit any person as a Member of the Company except as provided in Section 6.1 below;

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- (l) Dissolve the Company or liquidate the assets of the Company;
- (m) Adopt the annual operating or capital budget for the Company, make any expenditure greater than \$100,000 that is not included as a line item in an approved operating or capital budget of the Company (notwithstanding any other provisions, expenditures in approved budgets do not require additional approval);
- (n) Adopt or materially modify the Clinical Model, or any plan for the allocation of programmatic shared savings or shared risk in the ACO;
- (o) Adopt any strategic plan for the Company;
- (p) Execute any contract with a monetary value in excess of \$100,000;
- (q) Appoint or dismiss the Chief Executive Officer or the Chief Compliance Officer of the Company; or
- (r) Any other Material Action. For purposes of this Agreement, the term “Material Action” shall mean any action that is determined by a Member, in its discretion, to involve a material change to the operations of the Company or that has a financial impact upon a Member greater than \$100,000.

#### 4.3 Meetings of the Board of Managers.

- (a) Regular Meetings. Regular meetings of the Board may be held on such dates and at such times as shall be determined by the Board. Notice of the establishment of such regular meeting schedule, and of any amendments thereto, shall be given to any Manager that was not present at the meeting at which such schedule or amendment was adopted or that did not execute the written consent in which such schedule or amendment was adopted. No other notices of such regular meetings need be given.
- (b) Special Meetings. Special meetings of the Board may be called by any two (2) Managers. Any such meeting shall be held on such date and at such time as the Managers calling such meeting shall specify in the notice of the meeting, which shall be delivered to each other Manager at least 2 (two) days prior to such meeting. Neither the business to be transacted at, nor the purpose of, such special meeting need be specified in the notice (or waiver of notice) of such meeting.
- (c) Quorum. A majority of the Board shall constitute a quorum for the purpose of conducting a meeting of the Board, it being understood that any and all actions by the Board shall nevertheless require the affirmative vote of the majority of the total number of members of the Board eligible to vote (or Supermajority Approval of the total number of members of the

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Board eligible to vote in the case of the actions described in Section 4.2 above).

4.4 Board Structure; Governance.

(a) Board Chair.

(i) Election. The Board shall elect, at a regular or special meeting, with Supermajority Approval, a Chair of the Board (the "Chair"). The Chair must be an Appointed Manager.

(ii) Term. The term of the Chair shall be for 2 years, renewable by the Board for a second two-year term. The term of the Chair shall be limited to two, 2-year terms, provided that a Manager may be re-elected Chair after a period of 1 year of not serving as Chair.

(iii) Duties and Responsibilities. The Chair shall be responsible for (a) planning and presiding over Board meetings; (b) organizing the business of the Board and setting the annual Board calendar; (c) serving as principal liaison between the Board and the officers of the Company; (d) serving as the primary spokesperson of the Board; and (e) performing such other duties and having such other powers as may be provided by the Board. The Chair shall undertake such other powers and duties as may be delegated from time to time by the Board or granted or imposed by law.

(iv) Removal and Resignation. The Chair may be removed at any time, with or without cause, by a vote of the Board (with Supermajority Approval). The Chair may resign the position at any time by giving written notice to the Board. Such resignation shall be effective upon delivery, unless a later date is specified in the notice. ~~In the absence of the Chair at any meeting of the Board of Managers, a temporary Chair shall be selected by the Managers present and shall act for the purposes of the meeting as the Chair.~~ The Chair will automatically cease to be the Chair of the Board if the individual serving as Chair ceases to be a member of the Board of Managers for any reason.

(b) Board Vice Chair.

(i) Election. The Board shall elect, at a regular or special meeting, with Supermajority approval, a Vice Chair of the Board (the "Vice Chair"). The Vice Chair must be an appointed Manager.

(ii) Term. The term of the Vice Chair shall be for 2 years, renewable by the Board for a second two year term. The term of the Vice Chair shall be limited to two, 2-year terms, provided that a Manager may be re-elected Vice Chair after a period of one year of not serving as Vice Chair.

(iii) Duties and Responsibilities. The Vice Chair will be responsible for fulfilling the responsibilities of the Chair if the Chair is not available including pending the election of a successor Chair. The Vice Chair shall undertake such other powers and responsibilities as may be delegated from time to time by the Board or granted or imposed by law.

(iv) Removal and Resignation. The Vice Chair may be removed at any time, with or without cause, by a vote of the Board (with Supermajority Approval). The Vice Chair may resign the position at any time by giving written notice to the Board. Such resignation shall be effective upon delivery, unless a later date is specified in the notice. The Vice Chair will automatically cease to be the Vice Chair of the Board if the individual serving as Vice Chair ceases to be a member of the Board of Managers for any reason.

(c) Board Committees. The Board may appoint committees pursuant to the procedures detailed in the Company's Bylaws for the Governance of the Board of Managers, as may be amended from time to time (the "Bylaws").

(i) Executive Committee. The Executive Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the governance, strategy and operations of the Company, and (ii) undertaking such tasks as may be specified in the charter of the Executive Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Executive Committee and approved by a supermajority of the Board. The Executive Committee shall have no authority to act on behalf of the Board except as specifically provided in a writing approved by a supermajority of the Board.

(ii) Population Health Strategy Committee. The Company has formed a Population Health Strategy Committee that includes Managers as well as representatives of ACO Participants and representatives from the health care providers in the continuum of care. The Population Health Strategy Committee will assure that there is a population health management strategy in place and will oversee the Clinical Model. The Population Health Strategy Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) setting, overseeing, and enforcing the Company's population health management plan and the Clinical Model, and providing strategic input and monitoring to ensure there is a highly reliable strategy in place to deliver on such model while being guided by the quadruple aim of improving population health, improving the individual's experience of care, improving clinician experience, and lowering costs, and (ii) undertaking such tasks as may be specified in the charter of the Population Health Strategy Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Population Health Strategy

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Committee and approved by the Board.

(iii) Audit Committee. The Audit Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the oversight of the Company's risk management, financial reporting, compliance, and audit functions and (ii) undertaking such tasks as may be specified in the charter of Audit Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Audit Committee and approved by the Board.

(iv) Finance Committee. The Finance Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) reviewing the financial operations of the Company and making recommendations to the Board to ensure that the financial operations enable the Company's purpose of achieving high quality, coordinated, and efficient health care delivery across the Company beneficiary population and (ii) undertaking such tasks as may be specified in the charter of Finance Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Finance Committee and approved by the Board.

4.5 Officers of the Company. Subject to Section 4.2(s) above, the Board of Managers shall appoint a Chief Executive Officer ("CEO") to manage the day to day affairs of the Company and a Chief Compliance Officer ("CCO") to oversee the Company's compliance with applicable laws and regulations. The CEO and CCO shall report to the Board of Managers. Subject to Section 4.2(s) above, the Board of Managers may remove the CEO or CCO at any time upon the Board's determination, in its sole discretion, that either officer is not fulfilling his or her duties.

(a) Chief Executive Officer. The CEO shall manage the day to day affairs of the Company, including directing the implementation of the Clinical Model. The CEO shall be responsible for establishing the Company's capital and operating budgets for review and approval by the Board of Managers. The CEO shall hire the personnel and engage suppliers necessary to fulfill the Company's purposes. The CEO shall develop and maintain the Company's network of health care providers and supporting organizations.

(b) Chief Compliance Officer. The CCO shall report directly to the Board of Managers and may not be legal counsel for the Company. The CCO shall be responsible for creating, implementing and enforcing the Company's compliance plan, which shall be updated regularly to provide for changes in laws or regulations and shall provide reporting mechanisms, including anonymous reporting, of suspected compliance problems. The CCO shall provide regular compliance training to the Company's ACO Participants and their providers and suppliers.

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4.6 Actions Requiring Member Approval. Notwithstanding any other provision of this Agreement to the contrary, without unanimous approval of all Members (in addition to any approval from the Board required by this Agreement), the Company shall have no right or power to take any of the following actions:

- (a) Amend the Articles of Organization;
- (b) Admit a new Member of the Company; or
- (b) Sell, merge or consolidate with another entity, or agree to consolidate ACO activities with another entity.

4.7 No Time Commitment of Members Required. No Member in its capacity as a Member shall be required to devote time to the Company.

4.8 No Authority or Agency. Except as authorized by the Board, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

4.9 No Interest of Members in ACO Program. No Member shall be a member in or have a direct or indirect equity or a similar interest in any ACO that is not the Company's ACO that participates in any ACO Program if holding such interest would cause the Company to no longer be eligible to participate in that ACO Program.

4.10 Related Party Dealing. The Company is free to enter into agreements, written or oral, with parties related to or affiliated with any Manager or Member provided such agreements are not unfair to the Company and do not constitute an "excess benefit transaction" within the meaning of section 4958 of the Code.

4.11 Action By Written Consent. Any action by the Board or Members may be taken without a meeting provided such action is evidenced by one or more written consents by the requisite number or percentage of Managers or Members, as the case may be, having authority to take such action under this Agreement, and each Manager or Member, as the case may be, is given prior or contemporaneous written notice of the actions recited in the written consent(s).

4.12 Resolution of Disputes; Deadlock. If the Board of Managers is unable to obtain Supermajority Approval of any matter requiring Supermajority Approval, or to obtain majority approval of any matter requiring such approval, and such lack of approval results in a deadlock and inability to agree (any such matter being referred to herein as a "Disputed Matter"), then either party may resort to the following process for resolving the Disputed Matter:

- (a) Special Committee. The Disputed Matter shall first be referred to a three-person

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Special Committee comprising the Board Chair, the Chief Executive Officer and one other Manager of the Company selected by Supermajority approval but who is not an Appointed Manager or a Manager appointed by an academic medical center (the “Special Committee”). The Special Committee shall then promptly meet with each other in person to attempt in good faith to resolve the Disputed Matter by unanimous agreement. The Special Committee shall apply the following principles in its consideration of the Disputed Matter: (i) alignment with the Company’s current strategic plan; (ii) optimizing compliant performance in the Company’s program agreements and contractual arrangements; and (iii) fairness in the allocation of ACO expenses (if applicable), rewards, investments and resource allocation among the ACO Participants. If the Special Committee is able to reach a decision on the Disputed Matter by unanimous agreement, its decision shall be final and binding.

**ARTICLE V**  
**LIABILITY OF MANAGERS; INDEMNIFICATION**

5.1 Limitation of Manager's Liability. A Manager shall not be liable to any other Manager or to the Company by reason of any act or omission to act in connection with Company business except in the case of gross negligence or willful misconduct.

5.2 Indemnification.

(a) Subject to any limitations imposed by the Act and Section 5.2(b) below, the Company shall indemnify each Manager against judgments, fines, amounts paid in settlement, and expenses (including all attorney's fees) reasonably incurred by the Manager in any civil, criminal or investigative proceeding in which the Manager is involved or threatened to be involved by reason of being a Manager or Member of the Company; provided that the Manager has acted (or failed to act) in good faith, within what is reasonably believed to be the scope of such Manager's authority, and for a purpose which such Manager reasonably believed to be the best interests of the Company. To the extent that a Manager is successful on the merits or otherwise in defense of any such proceeding or in defense of any claim or matter therein, such Manager shall be deemed to have acted in good faith and in a manner he or she believed to be in the best interests of the Company; provided, however, that if a manager is not successful on the merits that shall not be, in and of itself, a determination that the Manager did not conduct himself or herself in good faith. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

(b) Notwithstanding the foregoing, the Company shall not pay or reimburse any person under this Section 5.2 (including the payment of liability insurance premiums for the purpose of making any such payment or reimbursement) for any expense which is not reasonably incurred by the person in connection with a civil judicial or civil administrative proceeding arising out of the person's performance of services on behalf of the Company (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) or which results from an act or failure to act with respect to which the person has acted willfully and without reasonable cause (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) unless (i) the Board of Managers has first determined that such payment or reimbursement, when added to all other economic benefits provided to the person and included in the determination of reasonableness of compensation paid to the person under section 4958 of the Code, will not result in the payment of unreasonable compensation under section 4958 to such person and (ii) such amount is included in the person's compensation for the year in which the amount is paid.

**ARTICLE VI**

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## ADMISSION OF NEW MEMBERS

### 6.1 Admission of New Members.

(a) Members Must Be 501(c)(3) Organizations. Each Member must be a 501(c)(3) Organization.

(b) Admission of New Members. A new Member may be admitted to the Company upon approval by the Board (with Supermajority Approval) and unanimous written consent of the Members.

(c) Execution of Operating Agreement. Any such person or entity shall be admitted as a new Member upon the execution and delivery to the Company by such person or entity of a counterpart of this Agreement and such other documents as the Board may deem necessary or desirable to evidence such party's agreement to be bound by all of the terms and provisions of this Agreement.

## ARTICLE VII TRANSFERS OF MEMBERSHIP INTERESTS

7.1 General Restrictions on Transfer. No Membership Interest may be transferred directly or indirectly to a person that is not a 501(c)(3) Organization.

7.2 Transfer of Membership Interests Prohibited. Unless there is only one (1) Member, subject to Section 7.1(a) above, no Membership Interest may be transferred, in whole or in part, by a Member at any time without the unanimous written consent of the remaining Members. Any transfer or assignment of Membership Interest will be reflected by attaching revised versions of Schedules 2.1.

## ARTICLE VIII DISSOCIATION

8.1. Events of Dissociation. A Member shall be dissociated from the Company as provided in this Section 8.1 or upon the occurrence of any of the events specified in section 4081 of the Act. Subject to the preceding sentence, no dissociation by a Member shall be considered wrongful, except: (i) a dissociation that occurs during the term of the Participation Agreement by and between the Company and CMS, dated as of December 18, 2017, as may be amended or restated from time to time; (ii) expulsion of a Member pursuant to section 4081(4) of the Act; (iii) expulsion of a Member pursuant to section 4081(5) of the Act; or (iv) a Member's becoming a debtor in bankruptcy, execution of an assignment for the benefit of creditors, or otherwise dissociating pursuant to section 4081(6) of the Act.

8.2 Forfeiture of Membership Interest. Upon a Member's dissociation from the

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Company, such Member's Membership Interest shall be automatically and immediately forfeited to the Company.

## **ARTICLE IX DISSOLUTION**

9.1 Dissolution Events. Upon the occurrence of any of the following events, the Company shall be dissolved:

- (a) By a vote to dissolve the Company by the holders of 75% or more of the Membership Interests;
- (b) The dissociation of a Member if the remaining Member(s) do not affirmatively vote to continue the Company within 120 days of the date on which the Company and the remaining Member(s) have actual notice of the event of dissociation; or
- (c) An operation of law that dissolves the Company, or decree of judicial dissolution.

9.2 Effect of Dissolution. Upon the dissolution of the Company, the continuing operation of the Company's activities shall be confined to those actions reasonably necessary to wind up the Company's affairs, discharge its obligations, and preserve and distribute its assets.

9.3 Distribution of Net Assets Upon Dissolution.

(a) Distribution at Discretion of Members to 501(c)(3) Organizations or Governmental Entities. Upon the dissolution and liquidation of the Company, the net assets of the Company shall be distributed, at the discretion of the Board of Managers, to one or more 501(c)(3) Organizations which best promote the tax-exempt purposes of the Company, subject to the restriction that no distribution will be made which would subject the Company to any termination tax. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

(b) Judicial Distribution. Any assets not so disposed pursuant to Section 9.3(a) above shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Company is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are described in section 501(c)(3) of the Code and are organized and operated exclusively for the purposes which best promote the purposes of the Company.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

10.1 Amendments. This Agreement may be amended in a writing signed by all of the Members. Any amendment to this Agreement must be consistent with section 501(c)(3) of the Code, as may be amended from time to time.

10.2 Notices. Any written notice to the Member or to the Company required or permitted under this Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, first class postage pre-paid, return receipt requested, and addressed to the addressee at the address stated below, or at the most recent address specified by written notice given to the sender by the addressee under this section.

If to Company:

356 Mountain View Drive, #301 Colchester, VT 05446  
Attn: Chief Executive Officer

If to a Member:

To the address specified on Schedule 10.2 of this Agreement

10.3 Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.

10.4 Governing Law; Jurisdiction. This Agreement is executed in and intended to be performed in the State of Vermont and the laws of that state (other than as to choice of laws) shall govern its interpretation and effect. Each Member consents to the exclusive in personam jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont in connection with any claim or dispute arising under or in connection with this Agreement.

10.5 Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.

10.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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10.7 Entire Agreement. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Company and the Members have caused this Agreement to be executed on date(s) specified below, effective as of the Effective Date.

**MEMBERS:**

The University of Vermont Health Network Inc.

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: John R. Brumsted, M.D.  
Title: President and Chief Executive Officer

**COMPANY:**

OneCare Vermont Accountable Care  
Organization, LLC

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: Victoria E. Loner  
Title: Chief Executive Officer

*[Signature Page to Ninth Amended and Restated Operating Agreement.]*

**SCHEDULE 2.1  
TO  
OPERATING AGREEMENT  
OF  
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

**CONTRIBUTIONS TO COMPANY**

The Members have contributed the following cash and/or property to the Company:

<b>MEMBER</b>		<b>CASH OR PROPERTY CONTRIBUTED</b>
UVM Health Network		\$25,000
<b>TOTALS</b>		<b>\$25,000</b>

**SCHEDULE 10.2  
TO  
OPERATING AGREEMENT  
OF  
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

**NOTICES**

UVM Health Network:

462 Shelburne Road  
Burlington, VT 05401  
Attn: Chief Executive Officer

with a copy to General Counsel at the same address.

TENTH AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
ONECARE VERMONT  
ACCOUNTABLE CARE ORGANIZATION, LLC

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**TENTH AMENDED AND RESTATED  
OPERATING AGREEMENT  
OF  
ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC**

This Tenth Amended and Restated Operating Agreement of ONECARE VERMONT ACCOUNTABLE CARE ORGANIZATION, LLC (this “Agreement”), a limited liability company organized under the laws of the State of Vermont (the “Company”), is made by and between the Company and The University of Vermont Health Network Inc., a Vermont nonprofit corporation (“UVM Health Network”) (the “Member”).

Background

A. The University of Vermont Medical Center Inc. (“UVM Medical Center”) and Dartmouth-Hitchcock Health (“D-HH”) formed the Company to operate an ACO (as defined in Section 1.7(a) below) that participates in federal and state ACO Programs (as defined in Section 1.7(c) below), and that may engage in other accountable care activities that are consistent with this purpose, including arrangements with commercial payers and self-insured health plans.

B. The Company was organized under Chapter 21 of Title 11 of the Vermont Statutes Annotated (said statute, which has since been reconstituted as Chapter 25 of Title 11 of the Vermont Statutes Annotated.

C. The Company’s operating affairs have been governed by that certain Operating Agreement of OneCare Vermont Accountable Care Organization, LLC, dated as of August 3, 2012 (the “Operating Agreement”), as further amended and restated.

D. The Member and the Company wish to amend and restate the Ninth Operating Agreement as specified in this Agreement to create the role of Vice Chair of the Board.

In consideration of the foregoing premises, and the covenants and agreements herein contained, the parties do hereby agree as follows:

**ARTICLE I  
FORMATION**

1.1 Name. The name of the limited liability company governed by this Agreement is OneCare Vermont Accountable Care Organization, LLC (the “Company”).

1.2 Formation of Company. The Company was organized under the Act by filing Articles of Organization with the Vermont Secretary of State.

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1.3 Principal Office. The initial principal office of the Company is located at 356 Mountain View Drive, Suite 301, Colchester, Vermont 05446.

1.4 Registered Office and Registered Agent. The registered office of the Company in the State of Vermont, and the registered agent of the Company, shall be as set forth in the Articles of Organization filed with the Secretary of State of the State of Vermont.

1.5 Term of Company. The Company shall continue until dissolved and terminated by operation of law or in accordance with this Agreement.

1.6 Purpose of Company.

(a) Nonprofit and Tax-Exempt Purpose. The Company is organized and shall be operated exclusively for charitable, educational, literary, and scientific purposes within the meaning of section 501(c)(3) of the Code, as specified in the Articles of Organization, including but not limited to the lessening the burdens of government and the promotion of health. Within the limitations established by the preceding sentence, and in furtherance of such non-profit and tax-exempt purposes, the Company may do any and all other acts and things and exercise any and all other rights and powers which may be reasonably necessary, incidental, desirable, or expedient in the accomplishment of its charitable, education, literary, and scientific purposes, including for such purposes the making of distributions of property or cash to governmental units and organizations that qualify as exempt organizations under section 501(c) of the Code.

(b) Organization of ACO. In furtherance of the nonprofit and tax-exempt purposes described in Section 1.6(a) above, the Company shall, among its activities, pursue governmental sponsored value based payment arrangements, such as the Vermont All Payer Model (as defined in Section 1.7(i) below), or other governmental or commercial-payer value-based payment programs, and engage in other similar activities that are consistent with these purposes, including ACO activities and healthcare-reform activities.

(c) Restrictions on Company Activities.

(i) The Company shall not carry on any activities that are not permitted to be carried on by an organization exempt from taxation pursuant to section 501(c)(3) of the Code (such organization a “501(c)(3) Organization”).

(ii) No substantial part of the activities of the Company shall be the carrying on of propaganda, or otherwise attempting to influence legislation (it being acknowledged, however, that the Company may make, as well as revoke, a section 501(h) election), and the Company shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

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(iii) The Company shall not merge with or convert into a for-profit entity.

(iv) No part of the net earnings of the Company shall inure to the benefit of, or be distributable to private persons except that the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Section 1.6(a) above.

(d) Other Company Activities. Subject to the provisions of Section 1.6(a), (b), and (c) above, the Company shall be permitted to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

1.7 Definitions. Capitalized terms used in this Agreement have the meanings given to them throughout this Agreement. The following terms have the meanings given to them below:

(a) “ACO” or “Accountable Care Organization” means an organization of ACO Participants that has a formal legal structure, is identified by a federal taxpayer identification number, and agrees to be accountable for the quality, cost, and overall care of the beneficiaries and other patients assigned to it (as specified in 18 V.S.A. § 9373(16)).

(b) “ACO Participant” and “Participant” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, attributes lives.

(c) “ACO Program” means a contractual arrangement between an ACO and a payer for population health management through an alternative payment arrangement or otherwise.

(d) “All Payer Model Agreement” means that certain Vermont All-Payer Accountable Care Organization Model Agreement, by and among CMS, the Governor of Vermont, the Green Mountain Care Board, and the Vermont Agency of Human Services, dated as of October 27, 2016, as may be amended or restated from time to time

(e) “Clinical Model” means the Company’s guidelines, processes, and procedures for quality and cost effectiveness founded on three interrelated and mutually supporting elements of quality performance measure management, care coordination, and clinical data sharing, and clinical and patient management plans that: (i) promote evidence based medicine, (ii) foster patient engagement, (iii) provide for reporting on quality and cost, (iv) require and facilitate the coordination of clinical care among providers and suppliers, and (v) adopt a patient-centeredness focus.

(f) “CMS” means the Centers for Medicare & Medicaid Services.

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(g) “Preferred Provider” means a healthcare provider who has, through a written agreement, agreed to participate in one or more ACO Programs and collaborate with an ACO to improve quality of care and patient experience, and manage costs, and, in general, does not attribute lives.

(h) “Qualified” means, with respect to an ACO Participant or a Preferred Provider, that such ACO Participant or Preferred Provider participates in at least one the Company’s core programs as defined annually in the Company’s ACO Core Programs policy, as may be amended from time to time.

(i) “Vermont All Payer Model” means the test by which Medicare, Medicaid, and commercial payers located in Vermont incentivize healthcare value and quality with a focus on health outcomes through arrangements with an ACO, as specified in the Payer Model Agreement.

## **ARTICLE II MEMBERS; MEMBERSHIP INTERESTS**

### 2.1 Members; Membership Interests; Units.

(a) Members. The Member is a 501(c)(3) Organization.

(b) Contribution. The Member has contributed to the Company the cash and/or property described on Schedule 2.1 of this Agreement.

(c) “Membership Interest” Defined. For purposes of this Agreement, the “Membership Interest” of a Member includes: (i) the Member’s status as a Member; (ii) all other rights, benefits, and privileges enjoyed by the Member under the Act, the Articles of Organization, or this Agreement in its capacity as a Member, including that Member’s rights to vote, consent, and approve and otherwise to participate in the management of the Company; and (iii) all obligations, duties, and liabilities imposed on the Member, if any, under the Act, the Articles of Organization, or this Agreement in its capacity as a Member.

(d) Forfeiture of Membership Interest by Member. If a Member ceases to be a 501(c)(3) Organization, such Member’s Membership Interest shall automatically and immediately be forfeited to the Company.

(e) Member Enforcement of Rights in Company. Each Member will expeditiously and vigorously enforce all of its rights in the Company under the Act and any other applicable law, and will pursue all legal and equitable remedies to protect such Member’s interest in the

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Company and enforce the terms of this Agreement.

2.2 Prohibition on Distributions. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

### **ARTICLE III ACCOUNTING**

3.1 Fiscal Year of Company. The fiscal year of the Company shall be the calendar year.

3.2 Accounting Method. The Company books shall be kept on the accrual basis method of accounting.

3.3 Records and Reports. Proper and complete books of account of the Company business shall be kept at the Company's principal office and shall be open to inspection by any of the Members or their authorized representatives at any reasonable time during business hours.

3.4 Annual Reports. Within 120 days after the end of each fiscal year, the Company shall furnish to each Member information sufficient to enable the Members to prepare their individual federal and state income tax returns.

3.5 Annual Report to Vermont Secretary of State. Within two and one-half months after the end of each fiscal year, the Company shall file with the Vermont Secretary of State an annual report in compliance with section 4033 of the Act.

### **ARTICLE IV MANAGEMENT**

4.1 Board of Managers.

(a) Size and Composition of Board. Except for powers specifically reserved to the Members in this Agreement, or by non-waivable provisions of the Act, the business and affairs of the Company shall be under the exclusive management and control of a board of up to 21 Managers (collectively, the "Board of Managers" or "Board" and each, individually, a "Manager"). At least 75% of the Managers must be Participants or Preferred Providers, or designees of Participants or Preferred Providers. The size and composition of the Board may be modified from time to time, with the consent of the Members and a supermajority vote of the Board, to reflect changes in the number and composition of ACO Participants, or for other reasons deemed appropriate by the Members and Board. Initially, the Board shall comprise the

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following Managers:

(i) 3 Managers appointed by the Member, as follows (such Managers, the “Appointed Managers”):

(x) 3 Managers appointed by UVM Health Network;

(ii) Up to 18 Managers elected by the Managers already serving on the Board and nominated according to the procedures set forth below:

(x) Up to 4 Managers who shall serve as consumer representatives, nominated by the Executive Committee (as defined in Section 4.4(b) below) and representing:

(i) 1 Medicare beneficiary;

(ii) 1 Medicaid representative;

(iii) commercial insurance beneficiary of each insurer that has both an ACO Program with the Company and the market share required by the Green Mountain Care Board for a Board representative;

(y) Up to 3 at-large Managers nominated by the Executive Committee;

(z) Up to 11 Managers nominated as follows, provided that each nominated Manager and nominating entity specified below must be Qualified:

(i) 1 Manager nominated by an ACO Participant that is an academic medical center located in New Hampshire and serving Vermonters;

(ii) 1 Manager nominated by an ACO Participant that is an academic medical center located in Vermont and serving Vermonters;

(iii) 2 Managers jointly nominated by ACO Participants who are Federally Qualified Health Centers;

(iv) 1 Manager nominated by ACO Participants that are Critical Access Hospitals located in Vermont, provided that such ACO Participants are not affiliated with a Member;

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- (v) 1 Manager jointly nominated by ACO Participants that are Community Prospective Payment System hospitals located in Vermont;
- (vi) 2 Managers jointly nominated by ACO Participants that are independent private physician practices, provided that at least one of such Managers is a practicing primary care physician in an ACO Participant;
- (vii) 1 Manager jointly nominated by Preferred Providers that are also skilled nursing facilities;
- (viii) 1 Manager jointly nominated by Preferred Providers that are also home health or home health and hospice agencies; and
- (ix) 1 Manager jointly nominated by Preferred Providers that are designated by the Vermont Department of Mental Health to provide mental-health and substance-abuse treatment.

(b) Voting; Procedure. Within the Board of Managers, each Manager shall have 1 vote. The Board shall take action as a single body, and no Manager shall take any action individually on behalf of the Company, except as may be authorized by the vote or consent of the Board. Except for those Board decisions requiring Supermajority Approval (as defined in Section 4.2 below), all decisions to be made and actions to be taken by the Board shall be determined by the affirmative vote of a majority of the Managers on the Board.

(c) Terms. Upon appointment, each Manager shall serve for a three year term. Except for the Appointed Managers, who are not subject to term limitations, each Manager may be appointed for up to three consecutive terms. Each Manager's service will be subject to the assessment of the Board and the entity(-ies) that nominated such Manager upon the conclusion of such Manager's three year term. The Managers will have staggered terms as determined by the Board from time to time.

(d) Removal/Replacement. An Appointed Manager may be removed and/or replaced by the Member that appointed such Appointed Manager. All other Managers may be removed and/or replaced by a majority vote of the Board. Vacancies on the Board, whether occurring as a result of a Manager's resignation or removal, shall be filled as set forth in Section 4.1(a) above, pursuant to the nomination and election procedure that was used to nominate and elect the departing Manager.

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(e) No Compensation; Expense Reimbursement. Except as may be provided in a written agreement approved by a majority of the Board, no Manager other than consumer representatives shall be entitled to compensation from the Company for serving as Manager. Each Manager, however, shall be reimbursed for all expenses incurred by the Manager in furtherance of the business of the Company and consumer representatives may receive a reasonable stipend.

4.2 Actions Requiring Supermajority Approval of Board. Notwithstanding any other provision of this Agreement to the contrary, without the approval of a supermajority of the Board, which for purposes of this Agreement means the vote of two-thirds (2/3) or 66.67% or more of the Managers eligible to vote, including the vote of at least one of the Appointed Managers appointed by UVM Health Network (such approval, a “Supermajority Approval”), the Company shall not take any of the following actions:

- (a) Sell, gift, exchange, lease, mortgage, transfer or otherwise dispose of any real or tangible property of the Company (or any interest therein) with a value in excess of \$100,000;
- (b) Purchase any real or personal property with a value in excess of \$100,000;
- (c) Execute any instrument, ACO Program Agreement, or take any action to bind the Company to any fixed or contingent obligation in excess of \$100,000;
- (d) Borrow money on behalf of the Company in excess of \$100,000 or issue any evidence of indebtedness in connection therewith or secure any such indebtedness by mortgage, deed of trust, pledge, or other lien on Company assets;
- (e) Guarantee the payment of money or the performance of any contract by another person or entity where the obligation to pay or perform exceeds \$100,000;
- (f) Sue on, defend, or compromise any and all claims or liabilities in favor of or against the Company for an amount in excess of \$100,000; submit any or all such claims or liabilities to arbitration; and confess a judgment against the Company in connection with any litigation in which the Company is involved for an amount in excess of \$100,000; or
- (g) Merge or consolidate the Company with another entity;
- (h) Adopt or create any kind of incentive compensation plan for employees or consultants of the Company;
- (i) Make a loan to any person or entity for any amount;

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- (j) Amend or modify the Articles of Organization or the provisions of this Agreement;
- (k) Admit any person as a Member of the Company except as provided in Section 6.1 below;
- (l) Dissolve the Company or liquidate the assets of the Company;
- (m) Adopt the annual operating or capital budget for the Company, make any expenditure greater than \$100,000 that is not included as a line item in an approved operating or capital budget of the Company (notwithstanding any other provisions, expenditures in approved budgets do not require additional approval);
- (n) Adopt or materially modify the Clinical Model, or any plan for the allocation of programmatic shared savings or shared risk in the ACO;
- (o) Adopt any strategic plan for the Company;
- (p) Execute any contract with a monetary value in excess of \$100,000;
- (q) Appoint or dismiss the Chief Executive Officer or the Chief Compliance Officer of the Company; or
- (r) Any other Material Action. For purposes of this Agreement, the term “Material Action” shall mean any action that is determined by a Member, in its discretion, to involve a material change to the operations of the Company or that has a financial impact upon a Member greater than \$100,000.

#### 4.3 Meetings of the Board of Managers.

(a) Regular Meetings. Regular meetings of the Board may be held on such dates and at such times as shall be determined by the Board. Notice of the establishment of such regular meeting schedule, and of any amendments thereto, shall be given to any Manager that was not present at the meeting at which such schedule or amendment was adopted or that did not execute the written consent in which such schedule or amendment was adopted. No other notices of such regular meetings need be given.

(b) Special Meetings. Special meetings of the Board may be called by any two (2) Managers. Any such meeting shall be held on such date and at such time as the Managers calling such meeting shall specify in the notice of the meeting, which shall be delivered to each other Manager at least 2 (two) days prior to such meeting. Neither the business to be transacted at, nor the purpose of, such special meeting need be specified in the notice (or waiver of notice) of such

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meeting.

(c) Quorum. A majority of the Board shall constitute a quorum for the purpose of conducting a meeting of the Board, it being understood that any and all actions by the Board shall nevertheless require the affirmative vote of the majority of the total number of members of the Board eligible to vote (or Supermajority Approval of the total number of members of the Board eligible to vote in the case of the actions described in Section 4.2 above).

#### 4.4 Board Structure; Governance.

##### (a) Board Chair.

(i) Election. The Board shall elect, at a regular or special meeting, with Supermajority Approval, a Chair of the Board (the "Chair"). The Chair must be an Appointed Manager.

(ii) Term. The term of the Chair shall be for 2 years, renewable by the Board for a second two-year term. The term of the Chair shall be limited to two, 2-year terms, provided that a Manager may be re-elected Chair after a period of 1 year of not serving as Chair.

(iii) Duties and Responsibilities. The Chair shall be responsible for (a) planning and presiding over Board meetings; (b) organizing the business of the Board and setting the annual Board calendar; (c) serving as principal liaison between the Board and the officers of the Company; (d) serving as the primary spokesperson of the Board; and (e) performing such other duties and having such other powers as may be provided by the Board. The Chair shall undertake such other powers and duties as may be delegated from time to time by the Board or granted or imposed by law.

(iv) Removal and Resignation. The Chair may be removed at any time, with or without cause, by a vote of the Board (with Supermajority Approval). The Chair may resign the position at any time by giving written notice to the Board. Such resignation shall be effective upon delivery, unless a later date is specified in the notice. The Chair will automatically cease to be the Chair of the Board if the individual serving as Chair ceases to be a member of the Board of Managers for any reason.

##### (b) Board Vice Chair.

(i) Election. The Board shall elect, at a regular or special meeting, with Supermajority approval, a Vice Chair of the Board (the "Vice Chair"). The Vice Chair must be an appointed Manager.

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(ii) Term. The term of the Vice Chair shall be for 2 years, renewable by the Board for a second two year term. The term of the Vice Chair shall be limited to two, 2-year terms, provided that a Manager may be re-elected Vice Chair after a period of one year of not serving as Vice Chair.

(iii) Duties and Responsibilities. The Vice Chair will be responsible for fulfilling the responsibilities of the Chair if the Chair is not available including pending the election of a successor Chair. The Vice Chair shall undertake such other powers and responsibilities as may be delegated from time to time by the Board or granted or imposed by law.

(iv) Removal and Resignation. The Vice Chair may be removed at any time, with or without cause, by a vote of the Board (with Supermajority Approval). The Vice Chair may resign the position at any time by giving written notice to the Board. Such resignation shall be effective upon delivery, unless a later date is specified in the notice. The Vice Chair will automatically cease to be the Vice Chair of the Board if the individual serving as Vice Chair ceases to be a member of the Board of Managers for any reason.

(c) Board Committees. The Board may appoint committees pursuant to the procedures detailed in the Company's Bylaws for the Governance of the Board of Managers, as may be amended from time to time (the "Bylaws").

(i) Executive Committee. The Executive Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the governance, strategy and operations of the Company, and (ii) undertaking such tasks as may be specified in the charter of the Executive Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Executive Committee and approved by a supermajority of the Board. The Executive Committee shall have no authority to act on behalf of the Board except as specifically provided in a writing approved by a supermajority of the Board.

(ii) Population Health Strategy Committee. The Company has formed a Population Health Strategy Committee that includes Managers as well as representatives of ACO Participants and representatives from the health care providers in the continuum of care. The Population Health Strategy Committee will assure that there is a population health management strategy in place and will oversee the Clinical Model. The Population Health Strategy Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) setting, overseeing, and enforcing the Company's population health management plan and the Clinical Model, and providing strategic input and monitoring to

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ensure there is a highly reliable strategy in place to deliver on such model while being guided by the quadruple aim of improving population health, improving the individual's experience of care, improving clinician experience, and lowering costs, and (ii) undertaking such tasks as may be specified in the charter of the Population Health Strategy Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Population Health Strategy Committee and approved by the Board.

(iii) Audit Committee. The Audit Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) making recommendations to the Board regarding the oversight of the Company's risk management, financial reporting, compliance, and audit functions and (ii) undertaking such tasks as may be specified in the charter of Audit Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Audit Committee and approved by the Board.

(iv) Finance Committee. The Finance Committee shall be a standing committee of the Board, shall operate in accordance with the Bylaws of the Company (as applicable), and shall be responsible for (i) reviewing the financial operations of the Company and making recommendations to the Board to ensure that the financial operations enable the Company's purpose of achieving high quality, coordinated, and efficient health care delivery across the Company beneficiary population and (ii) undertaking such tasks as may be specified in the charter of Finance Committee, which charter (specifying the scope of the powers, authority, and responsibilities of the committee) shall be developed by the Finance Committee and approved by the Board.

4.5 Officers of the Company. Subject to Section 4.2(s) above, the Board of Managers shall appoint a Chief Executive Officer ("CEO") to manage the day to day affairs of the Company and a Chief Compliance Officer ("CCO") to oversee the Company's compliance with applicable laws and regulations. The CEO and CCO shall report to the Board of Managers. Subject to Section 4.2(s) above, the Board of Managers may remove the CEO or CCO at any time upon the Board's determination, in its sole discretion, that either officer is not fulfilling his or her duties.

(a) Chief Executive Officer. The CEO shall manage the day to day affairs of the Company, including directing the implementation of the Clinical Model. The CEO shall be responsible for establishing the Company's capital and operating budgets for review and approval by the Board of Managers. The CEO shall hire the personnel and engage suppliers necessary to fulfill the Company's purposes. The CEO shall develop and maintain the Company's network of health care providers and supporting organizations.

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(b) Chief Compliance Officer. The CCO shall report directly to the Board of Managers and may not be legal counsel for the Company. The CCO shall be responsible for creating, implementing and enforcing the Company's compliance plan, which shall be updated regularly to provide for changes in laws or regulations and shall provide reporting mechanisms, including anonymous reporting, of suspected compliance problems. The CCO shall provide regular compliance training to the Company's ACO Participants and their providers and suppliers.

4.6 Actions Requiring Member Approval. Notwithstanding any other provision of this Agreement to the contrary, without unanimous approval of all Members (in addition to any approval from the Board required by this Agreement), the Company shall have no right or power to take any of the following actions:

(a) Amend the Articles of Organization;

(b) Admit a new Member of the Company; or

(b) Sell, merge or consolidate with another entity, or agree to consolidate ACO activities with another entity.

4.7 No Time Commitment of Members Required. No Member in its capacity as a Member shall be required to devote time to the Company.

4.8 No Authority or Agency. Except as authorized by the Board, no Member, agent, or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

4.9 No Interest of Members in ACO Program. No Member shall be a member in or have a direct or indirect equity or a similar interest in any ACO that is not the Company's ACO that participates in any ACO Program if holding such interest would cause the Company to no longer be eligible to participate in that ACO Program.

4.10 Related Party Dealing. The Company is free to enter into agreements, written or oral, with parties related to or affiliated with any Manager or Member provided such agreements are not unfair to the Company and do not constitute an "excess benefit transaction" within the meaning of section 4958 of the Code.

4.11 Action By Written Consent. Any action by the Board or Members may be taken without a meeting provided such action is evidenced by one or more written consents by the requisite number or percentage of Managers or Members, as the case may be, having authority to take such action under this Agreement, and each Manager or Member, as the case may be, is given prior or contemporaneous written notice of the actions recited in the written consent(s).

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4.12 Resolution of Disputes; Deadlock. If the Board of Managers is unable to obtain Supermajority Approval of any matter requiring Supermajority Approval, or to obtain majority approval of any matter requiring such approval, and such lack of approval results in a deadlock and inability to agree (any such matter being referred to herein as a “Disputed Matter”), then either party may resort to the following process for resolving the Disputed Matter:

(a) Special Committee. The Disputed Matter shall first be referred to a three-person Special Committee comprising the Board Chair, the Chief Executive Officer and one other Manager of the Company selected by Supermajority approval but who is not an Appointed Manager or a Manager appointed by an academic medical center (the “Special Committee”). The Special Committee shall then promptly meet with each other in person to attempt in good faith to resolve the Disputed Matter by unanimous agreement. The Special Committee shall apply the following principles in its consideration of the Disputed Matter: (i) alignment with the Company’s current strategic plan; (ii) optimizing compliant performance in the Company’s program agreements and contractual arrangements; and (iii) fairness in the allocation of ACO expenses (if applicable), rewards, investments and resource allocation among the ACO Participants. If the Special Committee is able to reach a decision on the Disputed Matter by unanimous agreement, its decision shall be final and binding.

**ARTICLE V**  
**LIABILITY OF MANAGERS; INDEMNIFICATION**

5.1 Limitation of Manager's Liability. A Manager shall not be liable to any other Manager or to the Company by reason of any act or omission to act in connection with Company business except in the case of gross negligence or willful misconduct.

5.2 Indemnification.

(a) Subject to any limitations imposed by the Act and Section 5.2(b) below, the Company shall indemnify each Manager against judgments, fines, amounts paid in settlement, and expenses (including all attorney's fees) reasonably incurred by the Manager in any civil, criminal or investigative proceeding in which the Manager is involved or threatened to be involved by reason of being a Manager or Member of the Company; provided that the Manager has acted (or failed to act) in good faith, within what is reasonably believed to be the scope of such Manager's authority, and for a purpose which such Manager reasonably believed to be the best interests of the Company. To the extent that a Manager is successful on the merits or otherwise in defense of any such proceeding or in defense of any claim or matter therein, such Manager shall be deemed to have acted in good faith and in a manner he or she believed to be in the best interests of the Company; provided, however, that if a manager is not successful on the merits that shall not be, in and of itself, a determination that the Manager did not conduct himself or herself in good faith. The indemnification provided hereunder shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, vote of the Members, or otherwise.

(b) Notwithstanding the foregoing, the Company shall not pay or reimburse any person under this Section 5.2 (including the payment of liability insurance premiums for the purpose of making any such payment or reimbursement) for any expense which is not reasonably incurred by the person in connection with a civil judicial or civil administrative proceeding arising out of the person's performance of services on behalf of the Company (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) or which results from an act or failure to act with respect to which the person has acted willfully and without reasonable cause (within the meaning of Treasury Regulation § 53.4948-4(b)(1)(ii)(B)(2) or comparable provisions of subsequent regulations) unless (i) the Board of Managers has first determined that such payment or reimbursement, when added to all other economic benefits provided to the person and included in the determination of reasonableness of compensation paid to the person under section 4958 of the Code, will not result in the payment of unreasonable compensation under section 4958 to such person and (ii) such amount is included in the person's compensation for the year in which the amount is paid.

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**ARTICLE VI  
ADMISSION OF NEW MEMBERS**

6.1 Admission of New Members.

(a) Members Must Be 501(c)(3) Organizations. Each Member must be a 501(c)(3) Organization.

(b) Admission of New Members. A new Member may be admitted to the Company upon approval by the Board (with Supermajority Approval) and unanimous written consent of the Members.

(c) Execution of Operating Agreement. Any such person or entity shall be admitted as a new Member upon the execution and delivery to the Company by such person or entity of a counterpart of this Agreement and such other documents as the Board may deem necessary or desirable to evidence such party's agreement to be bound by all of the terms and provisions of this Agreement.

**ARTICLE VII  
TRANSFERS OF MEMBERSHIP INTERESTS**

7.1 General Restrictions on Transfer. No Membership Interest may be transferred directly or indirectly to a person that is not a 501(c)(3) Organization.

7.2 Transfer of Membership Interests Prohibited. Unless there is only one (1) Member, subject to Section 7.1(a) above, no Membership Interest may be transferred, in whole or in part, by a Member at any time without the unanimous written consent of the remaining Members. Any transfer or assignment of Membership Interest will be reflected by attaching revised versions of Schedules 2.1.

**ARTICLE VIII  
DISSOCIATION**

8.1. Events of Dissociation. A Member shall be dissociated from the Company as provided in this Section 8.1 or upon the occurrence of any of the events specified in section 4081 of the Act. Subject to the preceding sentence, no dissociation by a Member shall be considered wrongful, except: (i) a dissociation that occurs during the term of the Participation Agreement by and between the Company and CMS, dated as of December 18, 2017, as may be amended or restated from time to time; (ii) expulsion of a Member pursuant to section 4081(4) of the Act; (iii) expulsion of a Member pursuant to section 4081(5) of the Act; or (iv) a Member's becoming a debtor in bankruptcy, execution of an assignment for the benefit of creditors, or otherwise dissociating pursuant to section 4081(6) of the Act.

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8.2 Forfeiture of Membership Interest. Upon a Member's dissociation from the Company, such Member's Membership Interest shall be automatically and immediately forfeited to the Company.

## **ARTICLE IX DISSOLUTION**

9.1 Dissolution Events. Upon the occurrence of any of the following events, the Company shall be dissolved:

- (a) By a vote to dissolve the Company by the holders of 75% or more of the Membership Interests;
- (b) The dissociation of a Member if the remaining Member(s) do not affirmatively vote to continue the Company within 120 days of the date on which the Company and the remaining Member(s) have actual notice of the event of dissociation; or
- (c) An operation of law that dissolves the Company, or decree of judicial dissolution.

9.2 Effect of Dissolution. Upon the dissolution of the Company, the continuing operation of the Company's activities shall be confined to those actions reasonably necessary to wind up the Company's affairs, discharge its obligations, and preserve and distribute its assets.

9.3 Distribution of Net Assets Upon Dissolution.

(a) Distribution at Discretion of Members to 501(c)(3) Organizations or Governmental Entities. Upon the dissolution and liquidation of the Company, the net assets of the Company shall be distributed, at the discretion of the Board of Managers, to one or more 501(c)(3) Organizations which best promote the tax-exempt purposes of the Company, subject to the restriction that no distribution will be made which would subject the Company to any termination tax. The Company shall not distribute any assets to any Member who, at the time of distribution, is not a 501(c)(3) Organization.

(b) Judicial Distribution. Any assets not so disposed pursuant to Section 9.3(a) above shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Company is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are described in section 501(c)(3) of the Code and are organized and operated exclusively for the purposes which best promote the purposes of the Company.

**ARTICLE X  
MISCELLANEOUS PROVISIONS**

10.1 Amendments. This Agreement may be amended in a writing signed by all of the Members. Any amendment to this Agreement must be consistent with section 501(c)(3) of the Code, as may be amended from time to time.

10.2 Notices. Any written notice to the Member or to the Company required or permitted under this Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, first class postage pre-paid, return receipt requested, and addressed to the addressee at the address stated below, or at the most recent address specified by written notice given to the sender by the addressee under this section.

If to Company:

356 Mountain View Drive, #301 Colchester, VT 05446  
Attn: Chief Executive Officer

If to a Member:

To the address specified on Schedule 10.2 of this Agreement

10.3 Counterparts. The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties. Each counterpart shall be deemed an original instrument as against any party who has signed it.

10.4 Governing Law; Jurisdiction. This Agreement is executed in and intended to be performed in the State of Vermont and the laws of that state (other than as to choice of laws) shall govern its interpretation and effect. Each Member consents to the exclusive in personam jurisdiction of the courts of the State of Vermont and the United States District Court for the District of Vermont in connection with any claim or dispute arising under or in connection with this Agreement.

10.5 Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this Agreement.

10.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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10.7 Entire Agreement. This instrument contains the entire agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

*[Signature Page Follows.]*

**IN WITNESS WHEREOF**, the Company and the Members have caused this Agreement to be executed on date(s) specified below, effective as of the Effective Date.

**MEMBERS:**

The University of Vermont Health Network Inc.

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: John R. Brumsted, M.D.  
Title: President and Chief Executive Officer

**COMPANY:**

OneCare Vermont Accountable Care  
Organization, LLC

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Name: Victoria E. Loner  
Title: Chief Executive Officer

*[Signature Page to Ninth Amended and Restated Operating Agreement.]*

**SCHEDULE 2.1  
TO  
OPERATING AGREEMENT  
OF  
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

**CONTRIBUTIONS TO COMPANY**

The Members have contributed the following cash and/or property to the Company:

<b>MEMBER</b>		<b>CASH OR PROPERTY CONTRIBUTED</b>
UVM Health Network		\$25,000
<b>TOTALS</b>		<b>\$25,000</b>

**SCHEDULE 10.2  
TO  
OPERATING AGREEMENT  
OF  
ONECARE ACCOUNTABLE CARE ORGANIZATION, LLC**

**NOTICES**

UVM Health Network:

462 Shelburne Road  
Burlington, VT 05401  
Attn: Chief Executive Officer

with a copy to General Counsel at the same address.

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OneCare Vermont

OneCare Vermont Accountable Care Organization  
Board of Managers Resolution  
Approving 10<sup>th</sup> Amended and Restated Operating Agreement  
February 15, 2022

**WHEREAS** OneCare Vermont Accountable Care Organization (“OneCare”) is actively engaged in population health management as a primary strategy to transform the health care system in its region from fee-for-service to value-based care;

NOW, THEREFORE, the Board of Managers resolves as follows:

1. That OneCare approves the Tenth Amended and Restated Operating Agreement of OneCare to provide for the role of Vice Chair of the Board.

# Health Service Area (HSA) Consultations

Carrie Campbell Wulfman, MD, CMO, OneCare Vermont

February 15, 2022



**OneCare Vermont**

[onecarevt.org](http://onecarevt.org)

# Introduction

- HSA consultation evolution, new approach
- Focusing on quality performance and utilization this quarter
  - Finance, Care Management, Prevention, Social Determinants of Health, QIW-  
future cycles
- Actionable Data
- Increase engagement and collaboration
- Cross pollination of departments increased

# Health Service Area

HSA Quarterly Consultation

—2022



**OneCare Vermont**

[onecarevt.org](http://onecarevt.org)

# HSA – Strengths and Opportunities

## Strengths

- One of only two HSAs out of nine participating for Medicare that **exceeds OneCare goal for Medicare Annual Wellness Visits** (40% of patients within twelve months)
- **Emergency department visit rate is lower than network for Traditional Medicaid** – both for total population and for highest risk patients
- **Exceeds network rate and goal for developmental screenings for Expanded Medicaid** (geographic attribution)
- **Exceeds diabetes screening rate goal for BCBS QHP** (90% of patients with diabetes with A1c within twelve months) – one of only two out of nine HSAs to do so, and first to sustain for more than one month

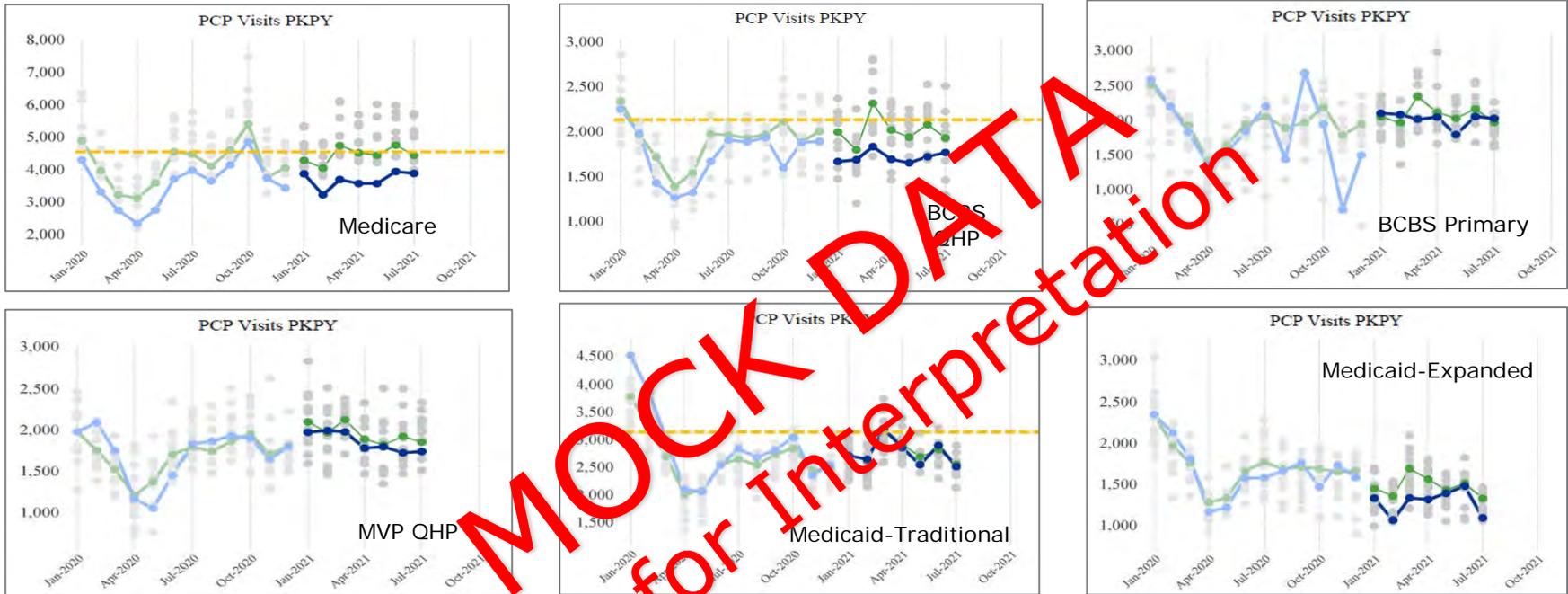
## Opportunities

- **Lowest primary care visit rate for Medicare** among nine HSAs participating in that program; primary care visit rate also below network for most other payers
- **High levels of post-acute care utilization for Medicare** including 30-day readmission rate, discharges to Skilled Nursing Facilities (SNF), and SNF days
- **Behind goal on Adolescent Well-Care Visits for BCBS QHP, Traditional Medicaid, & Expanded Medicaid**
- **Promote flu shots** to prevent potentially avoidable admissions & emergency department visits

MOCK DATA  
Not for Interpretation

# HSA – Strengths and Opportunities

Primary care visit rate lowest for Medicare; among lowest for HSAs in BCBS QHP program



Source: OneCare Performance Dashboard Report, December 2021



# HSA – Strengths and Opportunities

High levels of post-acute care utilization for Medicare, including 30-day readmission rate, discharges to Skilled Nursing Facilities (SNF), and SNF days

**Post-Acute Care Network Variation**  
(12 month rolling average)

HSA	30-Day Readmission Rate	Percent IP Discharges went to SNF	SNF Days PKPY	SNF Stays ALOS	Home Health Days PKPY
	15.58% <sup>2nd/9</sup>	20.29% <sup>2nd/9</sup>	1,554 <sup>3rd/9</sup>	29.70 <sup>5th/9</sup>	4,719 <sup>6th/9</sup>
	16.21%	17.66%	1,122	26.26	6,980
	12.36%	17.79%	1,505	31.95	3,765
	13.40%	15.51%	937	27.98	5,893
	9.52%	18.10%	718	31.07	2,491
	15.33%	17.68%	1,027	26.93	8,266
	14.61%	18.59%	1,567	31.12	6,564
	14.83%	17.63%	1,244	29.71	7,461
	15.25%	17.06%	996	17.53	4,380
<b>OCV (n=10,291)</b>	<b>14.48%</b>	<b>17.47%</b>	<b>1,136</b>	<b>28.49</b>	<b>6,041</b>

n= Number of index inpatient admits in the 12 months to the claims through date

Source: OneCare Performance Dashboard Report December 2021

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Not for Interpretation

# Readmissions Detail

## All-Payer Admissions & Readmissions 7/2020 – 6/2021

READMISSIONS	INDEX ADMISSIONS	30 DAY READMISSION RATE	AVG INDEX LOS	AVG TIME TO READMISSION
<b>144</b>	<b>1,200</b>	<b>12.0%</b>	<b>5 Days</b>	<b>12 Days</b>

Admitting & Readmitting Facilities



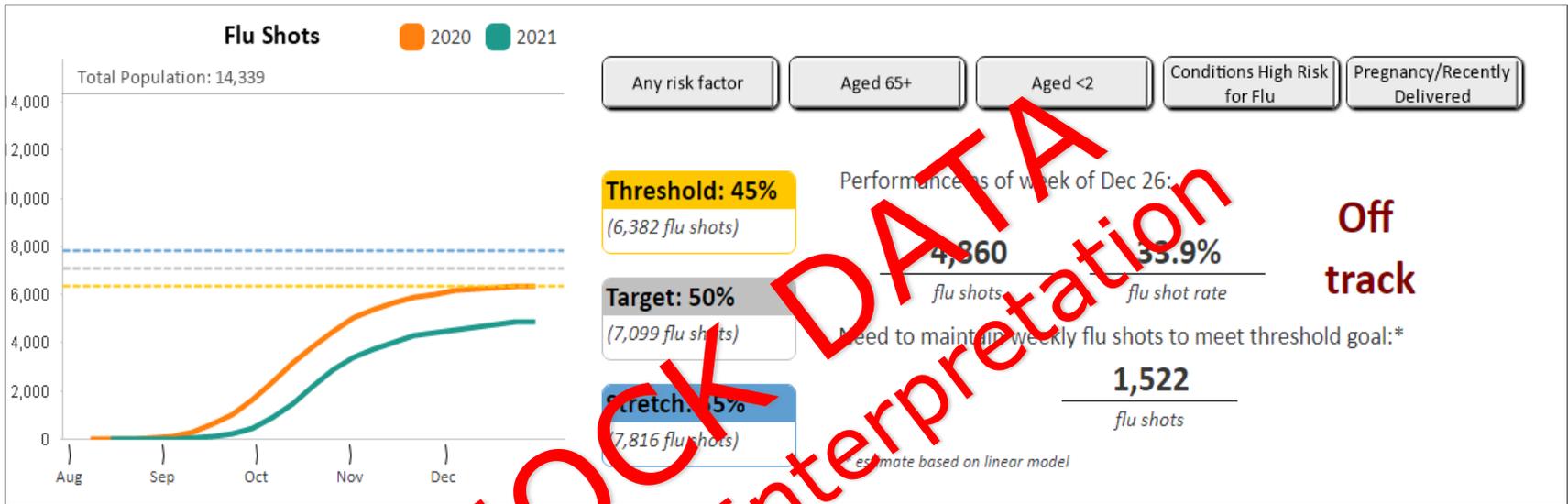
Admitting & Readmitting DRGs



Source: OneCare Readmissions Application

**MOCK DATA**  
Not for Interpretation

Prevent potentially avoidable admissions & emergency department visits



- **Recommendation:** Use the OneCare Influenza Vaccine App to identify patients for outreach

Source: OneCare 2021 Influenza Vaccine Application on Workbench One  
Captured on 1/6/2022

# HSA Quality Performance

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Not for Interpretation

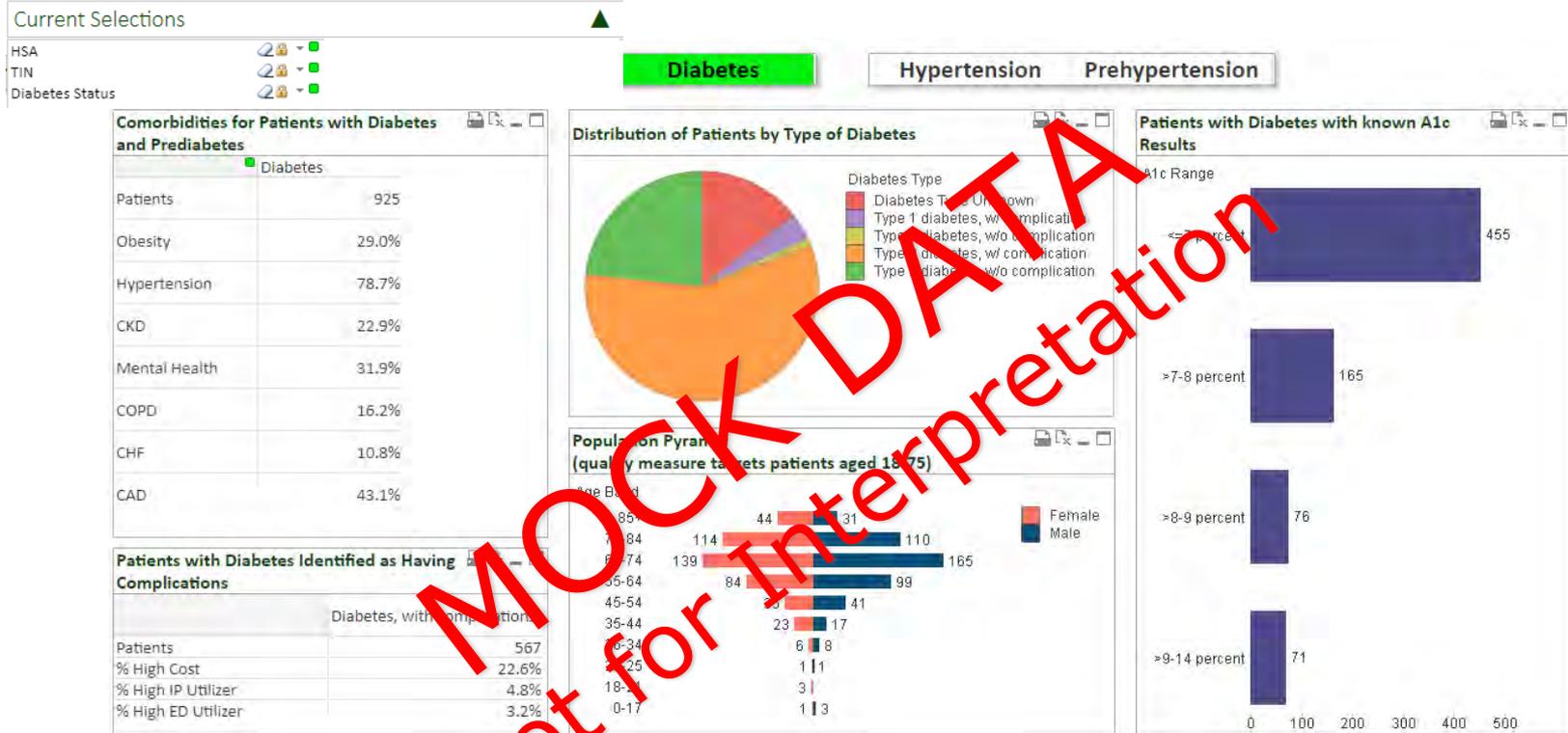








# Hypertension & Diabetes Management App



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Not for Interpretation

# HSA Quarterly Schedule

- 13 HSA meetings per quarter
  - Internal team meets in advance to prepare
- Mid-quarter oversight and accountability meetings
- Commitment from decision makers to attend these meetings
- Would the Board like to have attachments/presentations of these consults periodically?

# Future Goals

- Incorporate additional areas of performance
- Adjust consultations to include HSA-specific requests
- Ratchet up accountability
- Identify optimal collaboration for HSAs utilizing Epic EHR



OneCare Vermont

OneCare Vermont Accountable Care Organization  
Board of Managers Resolution to Move to Executive Session  
February 15, 2022

**BE IT RESOLVED** by the Board of Managers (the “Board”) of OneCare Vermont Accountable Care Organization, LLC (“OneCare”) as follows:

The Board will now move into executive session in order to discuss subjects that are outside of the scope of the ACO’s public meetings. For this meeting, these include: (1) strategic planning subjects that are or use trade secret information; and (2) the status of ongoing contract negotiations.