

STATEMENT OF WORK NO. TO MASTER SERVICES AGREEMENT

THIS STATEMENT OF WORK ("SOW") is made effective September 29, 2022 (the "SOW Effective Date") by and between CPESN USA, LLC. A North Carolina limited liability company ("Vendor") and WellCare of North Carolina ("WellCare"). The parties entered into that certain Master Services Agreement dated June 13, 2022 (the "Agreement"). This SOW is incorporated into and governed by the Agreement.

I. SUMMARY OF SCOPE OF WORK

Vendor shall provide: A local CPESN Network of pharmacies shall deliver clinical services to our members with an emphasis on improving medication adherence in the following conditions: Diabetes.

☐ Check this box and attach any service level agreement with which Vendor must comply.

II. VENDOR'S RESPONSIBILITIES

CPESN USA Responsibilities

- Take lead in administering all aspects of the program in conjunction with Customer], the Local CPESN Network(s), and Participating Pharmacies
- Collaborate with Customer on the creation and delivery of a training curriculum appropriate for the program
- Track participation in any required training(s) to ensure that only adequately trained pharmacies are eligible for program
- Monitor and provide written Quality Assurance Reports quarterly to Participant Pharmacies
- Summarize data from incoming Pharmacy Care Plans, including volume of activity overall and by pharmacy and nature of activity
- Regularly report to or meet with Customer to assess program
- Share information from Pharmacy Care Plans with Customer as appropriate
- Upon request of Customer, administer payments to Participating Pharmacies based on Pharmacy Care Plans submitted and list of eligible Customer members
- If Applicable, collaborate with Customer to identify member criteria for services eligibility
- Collaboratively develop workflows, communication pathways, training program(s), and other critical elements of program implementation with Customer and Local CPESN network'

CPESN USA shall cause it's Participating Pharmacies to do the following:

- Participate in initial and ongoing training related to services provided under this program
 - Initial training(s) are required prior to initiation of program activities
 - Ongoing training includes regularly scheduled webinars or conference calls to share updated program information, new training materials, and/or quality assurance opportunities
- Produce electronic Pharmacy Care Plan(s) to document services provided to Customer members under this program
- Provide EngageRx Service - Care Sync (Advanced) – Care Management with a focus on the following conditions: Type 2 Diabetes.

The services for CareSync are as follows:

- The pharmacist or pharmacy staff will screen for and enroll patients with multiple chronic medications into an appointment-based model of care.
- The pharmacist or pharmacy staff will work directly with the patient to optimize their adherence to prescribed medications by aligning the patient's medication to be refilled on a consistent day each month. Adherence packaging will be offered to patients in order to improve adherence.
- The patient will receive medication reconciliation in order to ensure all medications are correct during the onboarding of the patient.
- Pharmacy staff will offer hand delivery to the patient.
- The pharmacist and pharmacy staff will identify, and close care gap related to the patient's health conditions, including but not limited to immunizations.
- The pharmacist or pharmacy staff will provide the patient with transitions of care supports, including assessing and reconciling medication lists from care settings with the pharmacy list, ensuring post-hospitalization appointment with primary care provider, and assisting with any additional follow-up supports

recommended by the sponsor to help the patient remain out of the hospital.

Services specific to patient conditions are as follows:

- Diabetes Management and Education Service
 - The pharmacist or pharmacy staff will work with the patient to obtain the most recent HgA1c test result.
 - If there are no recent results available, the pharmacist or pharmacy staff will refer the patient for HgA1c test or conduct a point of care test at the pharmacy.
 - If HgA1c is not at the patient's goal, the pharmacist will assess the patient's current medication regimen, make recommendations to the patient's provider, and identify opportunities to improve self-management.
 - The pharmacist or pharmacy staff will provide educational materials and recommendations on appropriate nutrition, medication administration, and ongoing management.
 - The pharmacist or pharmacy staff will work directly with the patient to make it easier for them to take their medications, often trying adherence packaging or aligning medications to be refilled on a consistent day each month.
 - The pharmacist and pharmacy staff will identify and close any diabetes-related care gaps, such eye exam, statin use, RAAS use, and immunizations.
 - The pharmacist and pharmacy staff will document the care provided in a care plan.

Local CPESN Networks shall support the program by:

- Identification of a Program Coordinator
- Utilize Program Coordinator and other Local Network Leadership to:
 - Attempt to interact with each Participating Pharmacy at least once monthly throughout the program
 - Assist CPESN USA with assessing readiness of Participating Pharmacies and identifying groups for incremental implementation of the program
 - Share Quality Assurance Reports and opportunities to improve service delivery with Participating Pharmacies
 - Identify best practices of service delivery and sharing/disseminating those among Participating Pharmacies
 - Track pharmacy participation in required initial and ongoing trainings; and
 - Collect feedback from Participating Pharmacies about how the rollout and ongoing implementation of the program could be improved.

Definitions: For the purposes of this SOW, the following terms will have the stated definitions.

"Participating Pharmacy" shall mean a pharmacy that is in good standing with WellCare and CPESN USA and has elected to participate in this program.

"Local CPESN Network" shall mean the local CPESN Chapter that is supporting local aspects of implementation of the program with Participating Pharmacies.

"Pharmacy Care Plan" shall mean the HL7 standard care plan format specific to pharmacy that is documented via the platform of the Participating Pharmacy's choice.

"EngageRx Services" are services that go above and beyond requirements of an outpatient pharmacy dispensing contract and are focused on improving health outcomes.

"Fee-For-Service" shall mean the submission of an invoice and payment for a Pharmacy Staff service or encounter provided to a Customer's member/patient.

“PMMPM” shall mean Per Managed Member Per Month. “PEMPM” and “ PMMPM” shall mean Per Engaged Member Per Month as defined by the submission of at least one E-care plan within a calendar month by CPESN.

“Managed Member” shall mean a member/patient who has received services that have resulted in at least one HL7 Pharmacist Electronic Care Plan in a calendar month. Each note would require a significant patient or prescriber encounter and significant intervention.

“HL7 Pharmacist Electronic Care Plan” shall mean the Health Level Seven Pharmacist Electronic Care Plan Standard.

“340b” shall refer to the Health Resources and Services Administration 340b Program

“Direct Purchase Option” shall refer to the ability of a Customer to purchase drug products on behalf of a patient, member or employee in part or in whole on a fee schedule separate from that created through their pharmacy benefit.

III. WELLCARE'S RESPONSIBILITIES

- Providing the following information to CPESN USA and Local CPESN Network in connection with the Program:
- Evaluate program implementation quality and effectiveness at monthly intervals using data available to Customer
- If applicable, provide a quarterly file to CPESN USA that lists members eligible for receipt of services under this agreement
- If applicable, provide communications and outreach from Customer on Customer letterhead or other identifying method or medium to their Member’s eligibility for the Program and in which Participating Pharmacies they may receive services. Any communication with members must be prior approved by the State.
- Collaborate with CPESN USA and Local CPESN Network on the development of training program(s), member criteria for Phase I program implementation, and other critical program elements
- Provide adherence, proportion of days covered (PDC) for focused conditions

IV. VENDOR'S DELIVERABLES

The Thursday of first complete week of the month, deliver the following for the preceding month:

- 1) A complete Care Plan for each Engaged Member with an encounter for the corresponding month including all applicable details completed. Please see Exhibit A and B.
 - a. Exhibit A – Example Payer Sheet
 - i. Describes data that can be captured for the Care Plans
 - b. Exhibit B – Sample Care Plan Report
- 2) A Human Readable E-Care Plan for each Engaged Member with an encounter for the corresponding month including all applicable details completed. Please see Exhibit C:
 - a. Exhibit C – Human Readable E-Care Plan
- 3) List of members newly enrolled in Medication Synchronization and/or adherence packaging
- 4) Invoice not to exceed: \$6500; \$65 per engaged member per month + \$10 bonus per engaged member per month for said members at goal for 100 patients

IV. MILESTONES AND ACCEPTANCE CRITERIA

On the second Wednesday of every month, with information for the preceding month”

- WellCare Health Plan will review adherence rates for the engaged members and deliver back to CPESN.

At least on a quarterly basis, representatives from both WellCare of North Carolina and local CPESN Network(s):

- CPESN to deliver presentation around:
 - Success Stories/Highlights of member experiences in the program
 - Program metrics and mutually agreed on data

VI. OUT OF SCOPE [SPECIFY ANYTHING SPECIFICALLY OUT OF SCOPE FOR THIS PROJECT or N/A]

Medicare and Ambetter Populations

VII. SOW TERM

The Services described in this SOW shall start on the later of (a) the date WellCare receives all required regulatory consents/approvals, if any, and (b) September 29, 2022 and shall continue until September 28, 2022 (the "Initial Term"). If any required consents/approvals are not received within one hundred twenty (120) days of the SOW Effective Date, this SOW shall automatically expire unless WellCare issues an email to Vendor informing Vendor the time for obtaining required regulatory consents/approvals is extended an additional 120 days. In all events, WellCare shall work diligently and in good faith to obtain and maintain all required consents/approvals. Upon the expiration of the Initial Term, WellCare shall have the right to renew this Statement of Work at the fees listed, for consecutive Renewal Terms of twelve (12) months each, not to exceed a maximum of three (3) year Renewal Terms, by giving Vendor written notice of renewal at least thirty, (30) days prior to the expiration of the then-current term.

VIII. COMPENSATION (Delete the section that doesn't apply)

Fixed Fee: The fixed fee to WellCare for the Services in this SOW is: \$.

WellCare shall pay Vendor in accordance with the following fixed fee payment schedule.

Project Task/Milestone	Payment Amount
Engaged Members – Meaning members/patients who have received services outlined in the SOW, and resulted in at least one HL7 Pharmacist Electronic Care plan in a calendar month.	\$65 per engaged member per month (PEMPM)*^ *100 engaged members at maximum per month ^Participating pharmacy providers may utilize up to \$10 of this PEMPM payment to resource locally-provided service implementation supports
Bonus – WellCare of North Carolina will contribute \$10 PEMPM to a bonus pool to be paid to CPESN Pharmacies at the end of the program. Adherence, proportion of days covered (PDC), goals for engaged members with corresponding conditions are as follows:	+\$10 per engaged member per month for members at adherence goal.

For each member that achieves their goals for adherence, WellCare Health will pay the withhold amount to CPESN for that patient. Ex: a pharmacy submits 3 care plans over a 3 month period for a patient, resulting in a \$30 bonus pool withhold (3x\$10). That patient has a PDC greater than 80% on diabetes medications for the measurement period. The participating pharmacy will receive the \$30 bonus payment for this patient. ○ <i>Diabetes PDC Target = 80%</i>	
Grand Total	Not to exceed \$6500 per month; inclusive of the bonus.

The Services will be in support of one or more of the following (check all that apply):

☐ Exchange (ACA) ☐ Commercial ☐ Duals ☐ Medicare ☐ TRICARE

☒ Medicaid (please list states below **AND** attach the appropriate Medicaid/Regulatory Product Attachment)

Medicaid States: __N/A_____

☐ Other Government LOBs (please list all businesses below **AND** attach appropriate compliance addenda)

Other Government LOBs: __N/A_____

☐ Internal/Corporate/Shared Services (e.g. Facilities, ITG, Corporate Vendors) N/A

Will the Vendor have access to Personal Health Information? ☒ Yes ☐ No

If yes, have the parties executed a Business Associate Agreement? ☒ Yes ☐ No

Will the Vendor have access to Personally Identifiable Information (PII) of employees, providers or other non-members?
☐ Yes ☒ No. If yes, attach to this SOW the CCPA Addendum if the data for such non-members might pertain to a resident of California. If all of the PII relates to non-members who definitely are not California residents, then attach to this SOW the PII Addendum.

The parties agree that each of the above addenda that is marked for inclusion in this SOW and attached hereto is incorporated into the Agreement and binding upon them. If any such marked addenda have already been incorporated into the Agreement, then such addenda are deemed incorporated into this SOW and their attachment hereto is repetitive and, therefore, unnecessary.

The parties' duly authorized representatives have executed this SOW as of the dates affixed to their signatures below.

WELLCARE OF NORTH CAROLINA

By: Troy Hildreth
Troy Hildreth (Oct 1, 2022 06:29 EDT)

Print Name: Troy Hildreth

Title: President & CEO

CPESN USA, LLC.

By: Troy Trygstad
Troy Trygstad (Oct 4, 2022 19:14 EDT)

Print Name: Troy Trygstad

Title: Executive Director

PROJECT DELAY ADDENDUM

1. Each party shall designate in writing one individual to serve as its project manager for the services described in this SOW (hereafter referred to as the "Project"). WellCare hereby designates James Turpin (Email: christopher.best@WellCare.com) as the WellCare Project Manager and Vendor hereby designates Megan Witkowski (myelenicwitkowski@cpesn.com)

as the Vendor Project Manager. Upon notice (which may be by email) to the other party's Project Manager, a party may, in its sole discretion, change its Project Manager unless such change is expressly prohibited by another provision of the Agreement.

2. Definitions. Capitalized terms used in this Project Delay Addendum shall have the meanings ascribed to them in the Agreement unless defined otherwise herein.

(a) **"Due Date"** means the date by which a specific obligation or condition for which Vendor is responsible pursuant to the Agreement must be satisfied.

(b) **"WellCare Issue"** means the failure of WellCare to perform, any delay by WellCare in performing, or any inadequacy in WellCare's performance of, any WellCare obligation.

(c) **"Project Delay"** means the amount of time Vendor's performance is likely to be delayed as a result of a Project Problem.

(d) **"Project Problem"** means any problem or circumstance (including without limitation any WellCare Issue) encountered or reasonably anticipated by Vendor since the last Project Report, if any, that may cause Vendor to miss a Due Date. For the avoidance of doubt, Project Problems do not include problems or circumstances with the Project that Vendor has **not** encountered or does not reasonably anticipate.

(e) **"Project Report"** (capitalized or not) means a written notice (which may be delivered via email) from Vendor to the WellCare Project Manager that describes (i) a Project Problem, (ii) the estimated length of any Project Delay, (iii) to the extent reasonably ascertainable at the time of the Project Report's issuance, the cause of any Project Problem and the specific steps taken or proposed to be taken by Vendor to remedy such Project Problem and, (iv) if any such Project Problem is caused by a WellCare Issue, the WellCare Issue and any suggested actions to be taken by the parties in order to reduce the impact of the Project Problem.

3. In addition to any other project reports required by this Agreement, within two (2) business days after becoming aware of a Project Problem, Vendor shall provide the WellCare Project Manager with a Project Report regarding such Project Problem.

4. In the event Vendor fails to describe a Project Problem in a Project Report (an "Unidentified Project Problem") and in such manner and at such time as required above, it shall be presumed for purposes of this SOW that no Project Problem has arisen and Vendor shall not be entitled to rely upon such Unidentified Project Problem as an excuse for failing to meet its obligations.

5. Submission by Vendor of Progress Reports pursuant to the above shall not alter or waive either party's rights or obligations pursuant to any provision of the Agreement.

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