AMENDMENT NO. 1 STATEMENT OF WORK NO. 3

THIS AMENDMENT NO. 1 ("AMENDMENT") to Statement of Work 3 is made effective May 24, 2023 (the "Effective Date") by and between CPESN USA, LLC. A North Carolina limited liability company (“Vendor”) and WellCare of North Carolina ("WellCare").

RECITALS

WHEREAS, The parties entered into that certain Master Services Agreement dated June 14,

2022 (the "Agreement"); and

WHEREAS, the parties desire to amend the SOW to delete and replace with new SOW 3 set forth below:

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

CPESN – Community Pharmacy Enhanced Services Networks

EngageRx Services - services (including CareSync) that go above and beyond requirements of an outpatient pharmacy dispensing contract and are focused on improving health outcomes.

CareSync – term used by CPESN for services provided by CPESN pharmacies, which includes a systematic and documented approach to reconciling a patient’s medications, ensuring they are applying a regimen that safeguards medication-related issues, and offers a medication synchronization program.

HL7 Pharmacist Electronic Care Plan - The health Level Seven Pharmacist Electronic Care Plan Standard.

Local CPESN Network - shall mean the local CPESN chapter that is supporting local aspects of implementation of the program with participating pharmacies.

Managed Member - a member 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 member or prescriber encounter and significant intervention.

Medication Synchronization – Members medications all dispensed on the same day, each month.

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

Pharmacy Care Plan - The HL7 standard care plan format specific to pharmacy that is documented via the platform of the Participating Pharmacy’s choice.

PMMPM - Per Managed Member Per Month. PMMPM” is defined by the submission of at least one E-care plan within a calendar month by CPESN.

I. SUMMARY OF SCOPE OF WORK

Vendor shall provide: A local CPESN Network of pharmacies who will deliver clinical services to our members with an emphasis on improving medication adherence for members with Type 2 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 WellCare, the Local CPESN Network(s), and Participating Pharmacies focusing on members with Type 2 Diabetes.
- Collaborate with WellCare 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.
- 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 WellCare to assess program. Report review meetings to be scheduled and cadence to be determined by both parties. Quarterly results meetings to be scheduled at a mutually agreed upon time.
- Provide Pharmacy Care Plan report to WellCare on a monthly basis.
- Collaborate with WellCare to identify member criteria for services eligibility.
- Collaboratively develop processes to communicate member information obtained by CPESN and other critical elements of program implementation with WellCare.

CPESN USA, in conjunction with Participating Pharmacies, will be responsible for the following:

- Provide initial and ongoing training related to participating pharmacies for services provided under this program.
  - Initial training(s) is 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
  - Provide copies of all training materials to WellCare
- Produce electronic Pharmacy Care Plan(s) to document services provided to WellCare members under this program.
- Provide EngageRx Service - Care Sync (Advanced).– Care Management with a focus on the following conditions: Type 2 Diabetes
- If possible, a report identifying member's medications will be provided. If development is required, it may not be available right away.

The services for CareSync are as follows:

- The pharmacist or pharmacy staff will screen for and enroll members with multiple chronic medications into an appointment-based model of care.
- The pharmacist or pharmacy staff will work directly with the member to optimize their adherence to prescribed medications by aligning the member's medication to be refilled on a consistent day each month. Adherence packaging will be offered to members in order to improve adherence.
- A medication reconciliation will take place to ensure all medications are correct during the onboarding of the member. Intervention codes will be provided in a care plan which will identify a med rec has taken place. The pharmacist will include details in the notes.
- The members' provider(s) will be engaged as needed to verify and discuss medications, lab results, etc.
- Pharmacy staff will offer hand delivery of medications to the member.
- The pharmacist and pharmacy staff will identify, and close care gaps related to the member's health conditions, including but not limited to immunizations. Details of this will be provided to WCNC via codes included in the Care plan and details in the notes.
- The pharmacist or pharmacy staff will provide the member with transitions of care supports, including assessing and reconciling medication lists from care settings with the pharmacy list. Details of this will be provided to WellCare of North Carolina.

Services specific to member conditions are as follows: Diabetes Management and Education Service

- The pharmacist or pharmacy staff will work with the member and member's health provider to obtain the most recent HgA1c test result.
- If there are no recent results available, the pharmacist or pharmacy staff will refer the member for HgA1c test or conduct a point of care test at the pharmacy.
- The pharmacy staff will ensure a diagnosis of diabetes and will consult with the member's provider to make recommendations and identify opportunities. This should be detailed on a care plan, including any communications between CPESN and the member's health provider.
- The pharmacist or pharmacy staff will work directly with the member 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 as an eye exam, statin use, RAAS use, and immunizations.
- The pharmacist and pharmacy staff will document the care provided in a care plan, which will be provided to WellCare of North Carolina.

Local CPESN Networks shall support the program by:

- Identification of a Program Coordinator
- Utilizing the 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.
  - Collect feedback from Participating Pharmacies about how the rollout and ongoing implementation of the program could be improved.

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 WellCare.
  - Collaborate with CPESN USA and Local CPESN Network on the development of member criteria for program implementation, and other critical program elements.
  - WellCare will provide a quarterly member referral file that contains all WCNC members utilizing independent pharmacies to fill diabetic medications.

• IV. VENDOR'S DELIVERABLES

No later than the 15th of each month, all reporting will be provided to WellCare for activities from the preceding month:

1) A complete Care Plan for each managed member with an encounter, for the corresponding month including all applicable details completed.
   a. Example Payer Sheet (provided in separate correspondence)
   b. Sample Care Plan Report or list of members newly enrolled in medication synchronization and/or adherence packaging. (provided in separate correspondence)

2) CPESN will provide a quarterly NPI update file to WellCare. This will be provided on the first day of the month each quarter. (Jan., Apr., Jul., Oct.)

3) Vendor agrees to adhere to the WellCare invoicing process utilizing the Coupa platform. WellCare will provide the necessary support and training if needed for proper submission of invoices.

MILESTONES AND ACCEPTANCE CRITERIA

- All reports will be provided by the 15th of every month, with information for the preceding month.
- The existing care plan reports and data points therein will be delivered in a mutually agreeable format.
- At least on a quarterly basis, representatives from both WellCare of North Carolina and local CPESN Network(s) shall review the program and results to date.
  - CPESN is to deliver a presentation to include 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]

Medicare and Ambetter Populations

VII. SOW TERM

The Services described in this Amendment shall begin on May 24, 2023 and continue until October 31, 2023 (the "Initial Term"). Upon the expiration of the Initial Term, WellCare shall have the right to renew the 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 providing Vendor written notice of renewal at least thirty, (30) days prior to the expiration of the then-current term.

VIII. COMPENSATION

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

$65.00 Per Managed Member Per Month (PMMPM), dependent on actions taken as outlined below.

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

Payment Amount	Project Task/Milestone
$65.00 per Managed member per month (PMMPM)* Inclusive of local network payment of up to $10.00 as identified by CPESN	Managed Member – A member who has received services outlined in the SOW and resulted in: • An initial HL7 Pharmacist Electronic Care plan OR an eCare plan with a follow-up assessment documenting all updates to include medication changes, A1C testing results, and /or other lab test / results, etc. Notes will be required in the members' care plan.

$6500.00 per month maximum	Payment is not to exceed 6500.00 per month. Payment will not be made when members have not been contacted and/or notes are missing from care plan justifying payment.

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

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

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

Medicaid States: North Carolina

☐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 (Jun 12, 2023 08:57 EDT)

Print Name: Troy Hildreth

Title: CEO

CPESN USA, LLC.

By: Alison Haas (Jun 7, 2023 16:18 EDT)

Print Name: Alison Haas

Title: Director, Value Based Contracting

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 **Christopher Best** christopher.best@WellCare.com) as the WellCare Program Director and Vendor hereby designates **Megan Witkowski** ((Email: 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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