

**AMENDMENT NO. 3
TO STATEMENT OF WORK NO. 8
MR278503**

This AMENDMENT NO. 3 TO STATEMENT OF WORK No. 8 ("Amendment") is made as of May 1, 2024 (the "Amendment Effective Date"), between United HealthCare Services, Inc., a Minnesota corporation with offices at 9900 Bren Road East, Minnetonka, MN 55343 ("UHS"), on behalf of itself and its affiliates, and CPESN USA, LLC, a North Carolina limited liability company ("Vendor") with reference to the following facts:

- A. UHS and Vendor previously have entered into that Master Services Agreement, December 1, 2020 (the "Agreement"); and UHS and Vendor previously have entered that certain Statement of Work No. 8, dated January 1, 2022, (the "SOW Effective date").
- B. UHS and Vendor now desire to amend the SOW as set forth below in this Amendment.

In consideration of the mutual promises and covenants set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. AMENDMENT

a. Section 2. DEFINITIONS:

Section 2.2 of the SOW is hereby amended and restated to read as follows:

"2.2 Participating Pharmacy" shall mean a pharmacy that is participating in Customer's pharmacy network, is in good standing with the state specific CPESN local network and Vendor and has elected to participate in this program."

b. Section 2 Definitions:

Section 2.5. Market is hereby added to the SOW to read as follows:

" 2.5 Market" is defined to mean a specific state and/or Health Plan within United Healthcare Community and State business that has agreed to participate under this agreement. Ex. North Carolina, Virginia, Texas, Tennessee, etc."

c. Section 5. DUTIES AND RESPONSIBILITIES OF VENDOR AND CUSTOMER:

Section 5.7 is hereby added to the SOW to read as follows:

"Section 5.7. Customer to provide a mid-month completion status update to Vendor by market."

d. Section 9 FEES

Section 9.1.1 of the SOW is hereby amended and restated to read as follows:

"Section 9.1.1 New Markets that are onboarded are eligible for a one (1)-time New Market Set up Fee of seven hundred fifty dollars (**\$750**).

Pharmacies will be reimbursed based on a Completion Performance table that reflects the total completions as a percentage of the total members sent to the pharmacies for outreach each month. The completion percentage will be determined separately for each Market and all completions for that Market will be paid at the rate reflecting the highest completion rate achieved during that month. See table below.

Table 1. Completion Performance Table

% of HRAs Collected (By Market)		Price Per Completion	
0%	10%	\$	25.00
10.01%+	20%	\$	35.00
20.01%+	30%	\$	40.00
30%+		\$	45.00

Separately, and in addition, each Market is eligible to be paid a Data Facilitation Fee equal to fifty cents **(\$0.50)** per each member sent by a respective Market for outreach.”

2. NO OTHER CHANGES.

Except as specifically amended by this Amendment and any other amendments executed by the parties, the Agreement is unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives in one or more counterparts, each of which will be deemed an original, effective as of the Amendment Effective Date.

**UNITED HEALTHCARE SERVICES, INC.,
ON BEHALF OF ITSELF AND ITS AFFILIATES**

By: 
(Authorized Signature)
Name: Barb Avery
(Print or Type)
Title: Director
Date: 07/15/2024

CPESN USA, LLC

By: 
(Authorized Signature)
Name: Troy Trygstad
(Print or Type)
Title: Executive Director
Date: 05/17/2024