STATEMENT OF WORK NO. 3

This is Statement of Work ("SOW") No. 3 to the MASTER SERVICES AGREEMENT dated 01/20/2021(the "Agreement"), between: **United HealthCare Services, Inc.**, ("Customer") on behalf of itself and its Affiliates; and **CPESN USA, LLC, a North Carolina limited liability company** with principal offices at 1000 CentreGreen Way, Cary, NC 27513 ("Vendor"). All capitalized terms not otherwise defined in this SOW will have the meanings assigned to them in the Agreement. Unless modified herein, all terms in the Agreement shall remain unchanged and in full force and effect. This SOW is effective as of 01/20/2021 the "SOW Effective date"), regardless of the execution dates hereof.

1. **CUSTOMER SEGMENT(S) RECEIVING SERVICES:**

   1.1. UnitedHealthcare Community Plan of North Carolina DSNP (Medicare/Medicaid Dual Special Needs Plan)

2. **DEFINITIONS:** All capitalized terms used in this SOW, but not defined herein, have the respective meaning given to them in the Agreement. In addition to terms otherwise defined in this SOW or in the Agreement, the following terms have the meanings set forth below:

   2.1. "Eligible Member" means a participant of the targeted population of patients that meets the following criteria: beneficiaries of the UnitedHealthcare Dual Special Needs Plan (DSNP) that have a record of prescriptions filled at a Participating Pharmacy and do not have record of a completed Health Risk Assessment ("HRA"), and have been identified based on prerequisites by Customer, at its sole discretion.

   2.2. "Participating Pharmacy" shall mean a pharmacy that is in good standing with Mutual CPESN (the North Carolina-based CPESN local network) and CPESN USA, and has elected to participate in this program.

   2.3. "CPESN USA" means Mutual Clinical Network, LLC DBA Mutual CPESNl.

   2.4. "Service" means Advanced Clinical services that go above and beyond requirements of an outpatient pharmacy dispensing contract and are focused on improving health outcomes.

   2.5. "Health Risk Assessment" shall mean a standardized questionnaire developed by UnitedHealthcare to be completed for beneficiaries of their DSNP Heath Plan, also known as 'HRA'

3. **PURPOSE AND HIGH-LEVEL SCOPE OF SERVICES:**

   3.1. Customer intends to engage Vendor to complete HRA services, through face-to-face and telephonic interactions for Eligible Members that have not been successfully reached by Customer's current HRA vendor. A list of Eligible Members will be sent to CPESN USA for dissemination to respective Participating Pharmacy. Vendor pharmacists may provide additional care coordination services, including such services as motivational interviewing, medication reconciliation, strategies to overcome barriers to compliance and to ensure the prescription data is correct. Vendor will facilitate bi-directional referrals between pharmacies and Customer care/case managers to effectively address needs of the members and in support of integrated care. CPESN USA shall securely transmit the Eligible Member list to Participating Pharmacies.

4. **DETAILED DESCRIPTION OF SERVICES:**

4.1. <u>Service Requirements (Non-Critical Services) for Health Risk Assessment completion (collectively "Program"):</u>

4.1.1. CPESN USA shall provide the following services as part of the Program:

4.1.2. Take lead in administering all aspects of the Program in conjunction with Customer, Mutual CPESN (the local CPESN network), and Participating Pharmacies

4.1.3. Receive a target list of Eligible Members for HRA completion matched with Participating Pharmacies
4.1.4. Securely transmit the target Eligible Member list to Participating Pharmacies
4.1.5. Collaborate with Customer on the creation and delivery of any training necessary for the Program
4.1.6. Regularly report to or meet with Customer to assess Program
4.1.7. Administer payments to Participating Pharmacies based on Health Risk Assessments Completed for Eligible Members
4.1.8. Collaboratively develop workflows, communication pathways, training program(s), and other critical elements of program implementation with UnitedHealthcare and local CPESN network. CPESN USA will make efforts to improve training programs per feedback from Customer.

4.2. CPESN USA shall cause its Participating Pharmacies to do the following:
4.2.1. Provide comprehensive list of all pharmacy administrators who will need access to the Revel HRA platform, including all information necessary to facilitate a user account for each administrator
4.2.2. Review target lists of Eligible Members for completion of Health Risk Assessments
4.2.3. Engage with Eligible Members in completion of the Health Risk Assessment
4.2.4. Perform the necessary training, provided by Customer or Customer's Affiliate, to ensure proper and appropriate use of the Revel HRA web portal for completing and submitting HRA directly through the Revel HRA web portal
4.2.5. Transmit completed Health Risk Assessments to UnitedHealthcare via the secured Revel HRA web portal

4.3. CPESN USA shall support the Program with the following assigning a Program Coordinator who is responsible for the following:
4.3.1. Interacting with each Participating Pharmacy routinely throughout the Program;
4.3.2. Identifying best practices of service delivery and sharing/disseminating those among Participating Pharmacies;
4.3.3. Tracking pharmacy participation in required initial and ongoing trainings;
4.3.4. Monitoring and supporting pharmacy performance in the completion and submission of Health Risk Assessments and
4.3.5. Collecting feedback from Participating Pharmacies about how the rollout and ongoing implementation of the program could be improved.

5. Duties and Responsibilities of CPESN and UHC:

5.1. CPESN USA will provide list of Participating Pharmacies to Customer via NPI list
5.2. Customer will provide CPESN USA with Customer Eligible Member files, which Vendor will transfer securely to each Participating Pharmacy
5.3. Customer will facilitate the creation of a user account in the Revel HRA web portal for each Participating Pharmacy administrator
5.4. CPESN USA will train Participating Pharmacies on the Health Risk Assessment completion process, which includes training on the use of the Revel HRA web portal and submission of completed HRA to UnitedHealthcare via the web portal
5.5. CPESN USA will meet with Customer's health plan Program representatives on a monthly basis or as needed to monitor Program progress
5.6. CPESN USA will comply with UHC security assessment protocols to assure data security meets UHC standards.

6. PERSONNEL:

6.1. Vendor will not solicit Customer's Members for services without authorization of the Customer
6.2. Vendor shall not use subcontractors without Customer's prior written consent

6.3. Vendor shall not provide any component of the Program outside of the United States

7. WORK PRODUCT/DELIVERABLES:

7.1. Vendor acknowledges and agrees that Customer owns the deliverables produced by Vendor in connection with this Agreement. Customer-owned deliverables under this Statement of Work, include the following:
7.1.1. Monthly report provided by CPESN USA
7.1.2. Any other reporting requested by Customer

7.2. All data of Customer included in Reports created by Vendor that are produced as a part of this SOW or in the course of performing the Services as outlined herein shall be considered Customer Work Product and such data may be used by Vendor only to perform its obligations under this Agreement and any applicable SOW.

8. **MILESTONES/DEADLINES:**

8.1. Vendor will provide the Services in accordance with the Effective Date and Term Date set forth herein:

8.2. Monthly/Quarterly reporting to UHC

8.3. Monthly data transfers to CPESN USA

9. **FEES:** Vendor will perform the Services and provide the Work Product in accordance with the following standardized pricing:

9.1. *Rates*. Work performed under this SOW will be paid at the following rates:

9.1.1. Pharmacies will be reimbursed $25 per Health Risk Assessment that is submitted to UnitedHealthcare for targeted members

9.2. *Remittance.* UnitedHealthcare shall remit payment on a monthly basis to CPESN USA for work performed under this SOW. The remittance will include detail of overall program activity plus a breakdown of Health Risk Assessments completed by Participating Pharmacy. CPESN USA will take responsibility for individual pharmacy payments within 30 days of remittance from UnitedHealthcare

9.3. If Customer terminates this SOW, Customer agrees to pay Vendor for actual hours worked by Vendor in performing the Services prior to the date of termination.

10. TERM AND TERMINATION

10.1. This SOW will commence on the SOW Effective Date and remain in effect through 12 Months (the "SOW Term"), unless earlier terminated as provided for in this SOW or in the Agreement.

10.2. The terms and conditions contained in this SOW constitute the parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this SOW and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Customer and Vendor in a writing signed by authorized representatives of each party.

ACCEPTED AND AGREED:

UNITED HEALTHCARE SERVICES, INC.		**CPESN USA, LLC**	
By:	DocuSigned by: Anita Bachmann 3668D321278A45F... (Authorized Signature)	By:	DocuSigned by: Troy Trygstad 5DAA9E9082FA49C... (Authorized Signature)
Name:	Anita Bachmann (Print or Type)	Name:	Troy Trygstad (Print or Type)
Title:	Ceo	Title:	Executive Director
Date:	2/8/2021	Date:	2/8/2021