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August 24, 2018

Michael J. O'Grady, Ph.D.
Commissioner/Reviewer
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, MD 21215

Re: P-B Home Health Agency
Prince George's County Hospice Review
Docket No.: 16-16-2385
Responses to Commissioner/Reviewer O'Grady's Letter

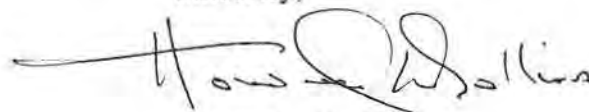
Dear Commissioner/Reviewer O'Grady:

On behalf of P-B Home Health Agency ("P-B"), and pursuant to COMAR 10.24.01.08E(2) and your July 31, 2018 regarding P-B's pending P-B CON application to establish a hospice, we are hereby submitting 6 copies of a modification (the "Modification") to the above-referenced CON application. We will also provide Word, PDF, and Excel copies of our responses and exhibits as appropriate.

I hereby certify that a copy of this Modification has also been forwarded to the appropriate local health planning agency, as noted below.

If any further information is needed, please let us know.

Sincerely,



Howard L. Sollins

Enclosures

cc: Marta D. Harting, Esq.
Margaret Witherup, Esq.
Timothy Adelman, Esq.

Michael J. O'Grady, Ph.D.

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cc: Paul E Parker, Director, Center for Health Care Facilities Planning and Development
Kevin McDonald, Chief, Certificate of Need
Mariama Gondo, Program Manager
Ruby Potter, Health Facilities Coordination Officer
Suellen Wideman, Asst. Attorney General
Sara E. Pendley, Asst. Attorney General
Pamela Brown-Creekmur, RN, Prince George's County Health Officer
Jacqueline Bailey
Matthew Bailey, Esq.
Lena Woody, Manager of Special Projects, Finance
Andrew L. Solberg, CON Consultant
John J. Eller, Esq.

**P-B Health Home Care Agency
Responses to Reviewer/Commissioner O'Grady's Letter
Prince George's County Hospice Review.
Docket No.: 16-16-2385**

1. COMAR 10.24.13.05B. Admissions Criteria. An applicant shall identify:

(1) Its admission criteria; and

P-B Health's application for legal documentation such as medical and financial directives prior to admission is unreasonable because, unfortunately, many patients are unlikely to discuss these topics in advance of a crisis. Furthermore, it is inconsistent with the Medicare conditions of participation. A requirement that a patient have a Do Not Resuscitate order prior to admission is also inappropriate. P-B Health must modify its application formally to detail its admission criteria appropriately in response to Subsection (1) of this standard.

Applicant Response

P-B Health has revised its Admission Criteria. (See Exhibit 7.) The revised criteria state:

P-B Health Hospice admits clients based on the reasonable expectation that their physical, social, psychological, and spiritual needs can adequately be met throughout the continuum of hospice services and provides these services in compliance with the Medicare Conditions of Participation. Hospice clients must meet the admission criteria and Medicare Hospice Conditions of Participation eligibility requirements.

1. P-B Health will provide hospice services to adults regardless of race, age, sex, religion, color, national origin, sexual preference, handicap, communicable disease, or disability, whether carried out by P-B Health directly or through a contractor or any other entity with which P-B Health arranges to carry out its programs and activities.

P-B Health's hospice will not require legal documentation such as medical and financial directives or a Do Not Resuscitate order prior to admission.

2. (2) Its proposed limits by age, disease, or caregiver.

I conclude that it is important that new hospice entrants into Prince George's County serve adults under 35 (admittedly a small portion of those needing hospice services) so that the Commission's goal of increasing the use of this service in the County will more likely be achieved. P-B Health should also clarify that it will not be more restrictive than federal regulations in admitting patients with communicable diseases. P-B Health must modify its application formally to detail its responses to proposed limits in Subsection (2) of this standard.

Applicant Response

As shown in the response to Question 1 and in the revised Admission Criteria in Exhibit 7, P-B Health's hospice will not have any limitations in regard to age of adults, disease, or caregiver.

2. COMAR 10.24.13.05C. Minimum Services.

(2) An applicant shall provide the following services ... directly or through contractual arrangements:

(g) Volunteer services;

I note that, in response to interested parties' comments, P-B Health did not directly address its original statement that volunteer services would be provided by "patient family, close friends, and [its] volunteers as needed." P-B Health's initial response indicated that it did not have the requisite understanding of the important roles that volunteers play in a hospice program and that volunteers are a required component of hospice. It is likely that a hospice patient's family and close friends are already serving as caregivers. Trained hospice volunteers who are not closely connected to the patient and family can provide support and relief to the patient's family and close friends. Volunteers can also help to support the hospice staff by performing administrative tasks as needed. I note that Medicare's conditions of participation require that a hospice's volunteers provide administrative and/or direct patient care services in an amount that equals or exceeds 5% of the total patient care hours of all paid hospice employees and contract staff. 42 CFR 418.78(e). P-B Health's response to comments show that it has started to make strides in establishing a volunteer base that is more likely to serve better the needs of its program and patients; however, P-B Health must modify its application formally to detail its response to Paragraph .05C(2)(g) of this standard.

Applicant Response

Since our June 21, 2017 filing of responses to comments, P-B has continued in its activities to develop a volunteer base for the proposed hospice. Specifically, we have reached out to numerous community organizations that already provide a vast array of services to the communities we expect to reach and serve with our hospice. By partnering with these other organizations in developing a volunteer network, P-B will be able to tap a wealth of volunteer resources that are already committed, through their work with these other organizations, to serve our communities. A sample of such organizations to which P-B has spoken and initiated a substantive dialogue is identified and more fully described below. Each of these organizations has indicated a willingness and enthusiasm to cooperate with P-B in developing a volunteer base drawing from their membership, consistent not only with P-B's purposes and goals, but also consistent with the mission of community services to which each of these organizations is committed, underlying the reasons for their very existence. P-B Health Hospice circulated posters and brochures see Exhibit 8 in Community Centers, Churches, Outreach Centers, and Sorority and Fraternity organizations with positive responses which allows P-B Health to meet the 5% requirement for volunteer hours from the Prince George's County community.

- First Baptist Church of Glenarden (3600 Brightseat Road, Landover, MD 20785): This church was founded in 1917 and is celebrating over 100 years of its ministry locally, nationally and internationally. In addition to its national and international missions, the First Baptist Church of Glenarden also has robust domestic missions within the U.S., including vibrant local missions in the surrounding communities. These include: the Dorcas Ministry which addresses the needs of the bed-ridden, homeless and those suffering from long term illness; Feed the Hungry; Hope Ministry addressing needs of daily living; Prison Ministry; Share to address hunger; and Willing Workers to serve those with problems of homeless, pregnancy, drug abuse/addiction, and other problems. The Church has a formal volunteer program encompassing recruitment, background checks, and training.
- Neighbors Helping Neighbors (15901 Excalibur Road, Bowie, MD 20716): The City of Bowie has a Community Services Department, one focus of which is on residents aging in place who have needs regarding home maintenance. Bowie also has many able-bodied retirees, and Bowie facilitates a program that matches these two groups. The program more broadly is "designed to bridge the gap between elderly (65+) and disabled residents and adults and organizations looking for ways to reach out and help someone in need." The program is strictly a volunteer program.
- Zion Church (4501 Forbes Blvd., Lanham, MD 20706): This church began its work several decades ago. Zion's website summarizes many key aspects of its ministry: "At Zion, we serve the community out of a growing relationship with God. Our desire is for the community and world to know that we're aware, we care, and we're there.....Zion has embraced the heart of service that involves a genuine commitment to the care and wellbeing of others....Our current outreach and mission service includes providing food, clothing, shelter, educational support, medical care and facilitating leadership and discipleship trainings....." To accomplish their mission, Zion "Assemble[s] a team of leaders and volunteers who believe in the vision of Zion church...initiate[s] projects and develop[s] partnerships with established community organizations to serve communities in need...." and "commit[s] to growing as a ministry that is current, mobile and agile enough to meet the needs of the community, wherever they may be...."
- All Shades of Pink (P.O Box 501, Glenn Dale, MD 20769): A relatively young community organization, All Shades of Pink has been in existence for approximately 10 years, principally operating in Prince George's County, and now extending its reach beyond County lines. Its purpose is to help women with breast cancer to minimize the stress experienced through their illness on emotional, physical and financial levels. A vibrant volunteer program is an essential element of the success of this important community organization.
- The Shepherd's House International Christian Church 800 Croom Road, Upper Marlboro, MD 20772): Established in 2017, this church has already made its mark in community works. It stresses the importance of community in caring for people, and actively cultivates a volunteer base. "We encourage our members to serve the community at large by giving back." Examples of the work of this church include: mentoring; tutoring services; economic, social justice awareness, health and wellness seminars; ecological

stewardship; business and academic partnerships; drug/alcohol prevention and recovery programs; donations to Hurricane Maria relief funds, St. Jude Radio One telethon, breast cancer donations, and Prince George's homeless shelter and domestic violence shelters.

- Community Advocates for Family and Youth, Inc. (P.O. Box 4419, Capitol Heights, MD 20791): Since its inception in 2003, this community organization has offered Victim Services, Support Services (individual therapy; support groups; court-related support activities), and Outreach Services through community workshops and a 24/7 Helpline. This organization has a highly structured and comprehensive Victim Advocate Volunteer program which includes defined responsibilities, training and the commitment of time.

In addition, P-B Health Hospice will utilize VolunteerMatch, an online service that matches volunteers and volunteer opportunities. (<https://www.volunteermatch.org/>) This site is used by several other hospices.

As stated previously, Exhibit 8 includes material related to volunteers. Please note that these materials are for volunteers, not patients. If they were for patients, they would have included the notice about the availability of charity care discussed elsewhere in these responses.

3. (i) Pharmacy services

P-B Health must modify its application in response to Paragraph (i) of the standard to state whether, as indicated in its response to comments, it will provide pharmacy services contractually. Ideally, it will identify the pharmacies to whom it has reached out that are experienced providers of hospice services, including routine and after-hours delivery of compounded, controlled substance, and other medications that may be needed for hospice patients. I would like for P-B Health to provide at least one letter expressing such an experienced pharmacy's interest in providing these services.

Applicant Response

P-B Health will provide pharmacy services contractually. P-B Health Hospice is developing a relationship with Enclara Hospice Pharmacy since our last filing of June 21. Enclara is an established, experienced provider of pharmacy services to hospices and has agreed to provide pharmacy services contractually to P-B Health Hospice in Prince George's County. Enclara has sent a letter indicating its desire to contract with P-B Health to provide needed hospice pharmacy services and also provided the form of contract it proposes for P-B Health. Enclara is experienced in providing routine and after-hours delivery of compounded, controlled substance, and other medications that may be needed for our hospice patients 24/7. Please see Exhibit 9, which also include a list of local pharmacies in Enclara's network in Prince George's County.

4. Minimum Services, COMAR 10.24.13.05C(2), continued.

(a) Physician services and medical direction; [and]

(c) Spiritual services . . .

P-B Health must clarify whether each of the above listed types of services will be provided directly or through contractual arrangements, that is whether the person(s) providing the service in each category will be employee(s) of P-B Health or whether the services will be delivered by person(s) with whom P-B Health has or will establish contractual arrangements.

Applicant Response

P-B Health will provide physician services, medical direction and spiritual services through contractual arrangements.

P-B Health Hospice Medical direction and physician services for patients who lack their own attending physician will be contractual. Our Medical Director will be Martina Callum, MD. She has an extensive background of over 24 years of experience servicing and taking care of chronically ill patients who are home/house bound. Dr. Callum has accepted this leadership role for our hospice organization. Please see her letter attached as Exhibit 10.

P-B Health Hospice Spiritual services will be contractual as well. We have a firm commitment from Ted Payton, residing Pastor of Grace Through Faith Worship Center of Bowie, MD and iLife Alliance Pastoral Care Providers. Both will provide spiritual and Pastoral Care to persons receiving Hospice services. They both have committed to journey with P-B Health's Hospice patients and their families through their current experience. iLife Alliance and Pastor Ted Payton are Masters prepared and both have congregations in the state of Maryland.

Bereavement services will be provided by P-B Health employees.

Please see attached letters of commitment as Exhibit 11. P-B Health will contract with additional clergy in order to be able to provide these services to families of all religions.

5. COMAR 10.24.13.08J. Charity Care and Sliding Fee Scale Standard
Each applicant shall have a written policy for the provision of charity care for indigent and uninsured patients to ensure access to hospice services regardless of an individual's ability to pay and shall provide hospice services on a charitable basis to qualified indigent persons consistent with this policy. The policy shall include provisions for, at a minimum, the following:

- (1) Determination of Eligibility for Charity Care. Within two business days following a patient's request for charity care services, application for medical assistance, or both, the hospice shall make a determination of probable eligibility.**

P-B Health must revise its charity care and sliding fee scale policy and procedures to comply with subsection (1) of the standard. It must distinguish between what is required for a determination of probable eligibility and what is required for a final determination.

Applicant Response

P-B Health has revised its Charity Care and Sliding Fee Scale policy and procedures, as reflected in the materials and website referenced in response to the other items below. Attached Exhibit 12 is a copy of the Charity Care and Financial Assistance Policy. The revised policy includes both a Probable Eligibility Determination Process and a Final Eligibility Determination Process. It distinguishes what is required for each process. The policy also includes the following language:

Within two business days following a client's initial request for charity care services, application for Medical Assistance, or both, P-B Health shall make a determination of probable eligibility for Medical Assistance, charity care, and/or reduced fees, and communicate this probable eligibility determination to the client within that timeframe.

- 6. (2) Notice of Charity Care Policy. Public notice and information regarding the hospice's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the population in the hospice's service area, and in a format understandable by the service area population. Notices regarding the hospice's charity care policy shall be posted in the business office of the hospice and on the hospice's website, if such a site is maintained. Prior to the provision of hospice services, a hospice shall address any financial concerns of patients and patient families, and provide individual notice regarding the hospice's charity care policy to the patient and family.**

P-B Health should reconsider whether a notice in the newspaper is a method designed to reach its service area population. Of course, P-B Health may have a newspaper in mind that is actually read by the population that is more likely to need charity or reduced fee hospice care.

Subsection (2) of the standard requires the notice to be posted in the hospice's business office and on its website in an easily accessible location (so that it will be more likely to reach the population). P-B Health must commit to making such postings. P-B Health must also revise its notice to advise a potential hospice patient/family that it will make and communicate a determination of probable eligibility within two business days of request for charity or reduced fee care, application for Medicaid, or both.

Applicant Response

P-B Health's revised Charity Care Policy includes the following notice:

P-B Health Hospice ("PBHH") will make available hospice care to all adult patients regardless of race, creed, gender, age, sexual orientation, national origin, or financial statuses that are uninsured, underinsured, or have experienced a catastrophic event and lack adequate resources to pay for services. If there is no medical insurance for reimbursement, the patient (or the patient's guarantor, if any) is responsible for payments. However, if the patient or guarantor does not have the ability to pay PBHH for services,

they may apply for charity care, a sliding fee scale, or attain a time payment plan. Probable eligibility will be decided within two business days of the initial request for these services or an application for Medical Assistance ("Medicaid") or both. The amount of assistance will be based on Federal Income Poverty Guidelines. More information and/or an application are available by calling (410) 235-1060.

As shown in the Charity Care Policy, this notice will be published annually in both English and Spanish in the *Washington Post*, *Afro-American*, and other newspapers in P-B Health's service area, and published in community association newsletters, church bulletins, community college publications, and other venues that reach residents of the service area. It will also be included in every published brochure regarding P-B Health's Hospice provided to patients. The notification will also be posted in the P-B Health business offices and on its website.

7. Discounted Care Based on a Sliding Fee Scale and Time Payment Plan Policy. Each hospice's charity care policy shall include provisions for a sliding fee scale and time payment plans for low-income patients who do not qualify for full charity care, but are unable to bear the full cost of services.

P-B Health provided a sliding fee scale that identified the level of reduced fees that a patient will receive based on the federal poverty guidelines (FPG). (DI #3, p. 33). The "P-B Health Sliding Scale for Financial Assistance" contained in its application shows that no patient is entitled to a full charity care. In fact, even patients who are at or below the 100% Federal Poverty Guideline ("FPG") only receive a 90% discount. (DI #3, p. 33). While P-B Health's application states that patients who fall below 200% FPG may apply for charity care, there is no indication that any patient will receive full charity care.

The Hospice Chapter shows that a hospice is expected to provide services at no charge to eligible patients. Specifically, Subsection (3) provides that the sliding fee scale must include provision for "low-income patients who do not qualify *for full charity care*." (emphasis added). P-B Health must revise its sliding fee scale to show who qualifies for full charity care.

Applicant Response

P-B Health's revised Charity Care Policy includes the following revised Sliding Fee Schedule.

**2018 Poverty Guidelines
Sliding Fee Schedule**

Family Unit Size	% of Guideline Range									
	100%	125%	150%	175%	200%	225%	250%	275%	300%	400%
1	\$12,140	\$15,175	\$18,210	\$21,245	\$24,280	\$27,315	\$30,350	\$33,385	\$36,420	\$48,560
2	\$16,460	\$20,575	\$24,690	\$28,805	\$32,920	\$37,035	\$41,150	\$45,265	\$49,380	\$65,840
3	\$20,780	\$25,975	\$31,170	\$36,365	\$41,560	\$46,755	\$51,950	\$57,145	\$62,340	\$83,120
4	\$25,100	\$31,375	\$37,650	\$43,925	\$50,200	\$56,475	\$62,750	\$69,025	\$75,300	\$100,400
5	\$29,420	\$36,775	\$44,130	\$51,485	\$58,840	\$66,195	\$73,550	\$80,905	\$88,260	\$117,680
6	\$33,740	\$42,175	\$50,610	\$59,045	\$67,480	\$75,915	\$84,350	\$92,785	\$101,220	\$134,960
7	\$38,060	\$47,575	\$57,090	\$66,605	\$76,120	\$85,635	\$95,150	\$104,665	\$114,180	\$152,240
8	\$42,380	\$52,975	\$63,570	\$74,165	\$84,760	\$95,355	\$105,950	\$116,545	\$127,140	\$169,520
Patient Responsibility	0%	10%	20%	25%	30%	35%	45%	50%	65%	60%

- 8. Policy Provisions. An applicant proposing to establish a general hospice, expand hospice services to a previously unauthorized jurisdiction, or change or establish inpatient bed capacity in a previously authorized jurisdiction shall make a commitment to provide charity care in its hospice to indigent patients. The applicant shall demonstrate that:**

An applicant must make a commitment to provide a level of charity care that it designates. For frame of reference, I note that, over the three-year period 2014-2016, hospices operating in Prince George's County provided an average percentage of 2.1% charity care days (of total patient days); over this same time period, Maryland hospices overall provided an average percentage of .73 charity care days.

P-B Health's plan is appropriate; however, it must make a commitment to provide a specified level of charity care and, as necessary, revise its responses to Paragraphs (4)(a) and (b).

P-B Health must provide copies of all applicable (existing or revised) forms, notices, and information that are designed to comply with or implement the Charity Care and Sliding Fee Scale standard. This includes all public notices, posted notices, notices to be posted on its website, in its business office, contained in material/brochures given to potential patients/families, as well as any application(s), etc. for charity care or reduced fees, and the description of processes for its employees to follow in implementing the Charity Care and Sliding Fee Scale standard, and other similar documents. P-B Health should assure that these materials comply with all parts of the standard and make the necessary distinction between: (1) information needed and its process for making a determination of probable eligibility; and (2) application, information, and/or documentation needed and its process for making a final determination of eligibility for charity care or reduced fee care.

Applicant Response

Exhibit 13 includes a revised TABLE 2b Statistical Projections - Proposed Project.

Exhibit 14 includes a revised TABLE 4 Revenues and Expenses.

These revised tables are based on the commitment that P-B Health will exceed the Prince George's County average percentage of charity care days of 2.1%.

Year	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Patient Days	3,000	4,920	7,200	10,620
Charity Days	108	177	259	382
Charity Care %	3.6%	3.6%	3.6%	3.6%

As evidence that P-B Health will meet its commitment, Exhibit 7 to P-B Health's June 21, 2017 response to Interested Party Comments showed that P-B Health's home care agency in Baltimore City provided more charity care visits than any home care agency providing care in Baltimore City. P-B Health Hospice can and is committed to meeting its charity care commitment. P-B Health's revised Charity Care Policy includes a process for ongoing monitoring of its charity care performance and approaches to addressing this issue if the hospice's needs to address whether and how it is meeting its commitment.

Charity Care Visits
Home Health Agencies
Baltimore City
2014

Agency	Jurisdiction	Total Visits	Charity Visits	% Charity
Visiting Nurse Association of Maryland LLC	Baltimore City	34,260	81	0.24%
A/K/A VNA of Maryland LLC	Baltimore City	6,515	-	0.00%
PHR of Baltimore	Baltimore City	561	4	0.71%
Amedisys Home Health	Baltimore City	12,978	-	0.00%
Personal Touch Homecare of Baltimore Inc	Baltimore City	36,742	-	0.00%
MedStar Visiting Nurse Association Inc.	Baltimore City	8,045	-	0.00%
Gentiva Health Services	Baltimore City	10,038	2	0.02%
Stella Maris Inc.	Baltimore City	19,003	-	0.00%
Johns Hopkins Home Health Services	Baltimore City	3,060	-	0.00%
Amedisys Home Health	Baltimore City	18,316	-	0.00%
Bayada Home Health Care	Baltimore City	15,607	50	0.32%
HomeCare Maryland LLC	Baltimore City	4,414	-	0.00%
Amedisys Home Health	Baltimore City	10,803	-	0.00%
Community Home Health of Maryland Inc	Baltimore City	9,237	-	0.00%
HomeCall Inc. d/b/a HomeCall	Baltimore City	2,634	-	0.00%
Johns Hopkins Pediatrics at Home	Baltimore City	15,305	98	0.64%
P-B Health Home Care Agency Inc.	Baltimore City	368	13	3.53%
Comprehensive Nursing Services Inc DBA Comprehensive Home Health Services	Baltimore City	207,886	248	0.12%
Total				

Source: MHCC Home Health Public Use Raw Dataset, 2014

P-B Health will develop additional marketing material after receipt of CON approval and its Charity Care Policy stipulates that its charity care notice be included in every published brochure regarding P-B Health's Hospice provided to patients.

9. **COMAR 10.24.01.08G(3)(d) Viability of the Proposal. The Commission shall consider the availability of financial and nonfinancial resources, including community support, necessary to implement the project within the time frames set forth in the Commission's performance requirements, as well as the availability of resources necessary to sustain the project.**

P-B Health's projected nursing productivity, at 1,279 annual visits per FTE nurse, is 143% of the average of hospices in Maryland. P-B Health must explain how it will achieve this high level of productivity or modify its projections as appropriate. It must provide revised application tables as appropriate.

I also note that P-B Health's projected cost-per-patient-day (\$67.23) is approximately half of the state average (\$125.13) for hospices. P-B Health must explain how it expects to achieve such economies, or revise its projections accordingly. In addition, its hospice aide visits/patient day of .18 is just 56% of the state average. Please explain or revise as necessary.

Applicant Response

Exhibit 15 includes a revised TABLE 5 Manpower Information.

Based on the information in the revised Table 2b and Revised Table 5, P-B Health is now within the range of the other applicants and the statewide average.

	P-B Health Visits	P-B Health FTE	P-B Health V/FTE	Statewide Avg	Amedisys	Bayada	Montgomery Hospice
Skilled Nursing	3,505	4	876	893	854	784	469
Aide	3,292	4	823	1,323	738	1,149	563

The attached tables have been modified. The modified tables reflect the following changes:

1. The number of patient days was revised from 11,537 to 10,620.
2. The number of nursing visits was revised from 3,837 to 3,505.
3. The number of Hospice Aide visits was revised from 2,077 to 3,292.
4. The Average Length of Stay was revised from 52 days to 60 days.
5. The nursing FTEs were revised from 3 FTEs to 4 FTEs based on consultation with Seasons Hospice.
6. The Hospice Aides FTEs was revised from 1.5 FTEs to 4 FTEs based on consultation with Seasons Hospice.
7. The daily supply cost was revised from \$5.77 per day to \$15.00 based on consultation with Seasons Hospice.
8. The revisions to the tables resulted in the following changes in 2021:
 - a. The Nursing visits per Patient day remaining at .33
 - b. The Hospice Aide visits per patient day changing from .18 to .31.
 - c. The annual nursing visits per FTE changing from 1,279 to 876.
 - d. The annual Hospice aide visits per FTE changing from 1,385 to 823.
 - e. The total revenue changing from \$1,909,109 to \$2,273,218.
 - f. The total expenses changing from \$775,580 to \$1,258,284.
 - g. The revenue per patient day changing from \$165.48 to \$176.56.
 - h. The cost per patient day changing from \$67.23 to \$118.48.
9. The corporate tax rate was changed to reflect the new federal tax rate of 20% with the state tax rate of 8.5%.
10. The employee benefit percent of salaries was changed to 16.58%.

These changes result in a Total Cost/Patient Day of \$118.48(\$1,258,284 Total Operating Expenses/10,620 Patient Days = \$118.48).

Calculated Measures	Maryland Hospice Average	Amedisys	Bayada	Montgomery Hospice	P-B Health
Cost/Pt-day	\$125.13	\$108.73	\$175.69	\$173.71	\$118.48

Please note that P-B Health has a 30 year history of keeping expenses low. According to the MHCC's 2014 Home Health Public Use Raw Data (the most recent year available on the MHCC website), P-B Health Home Care Agency had a total average cost/visit of \$74.56, which was lower than the statewide average of \$112.23.

Exhibits

7. Revised Admission Criteria and Protocol
8. Volunteer Material
9. Hospice Pharmacy Information
10. Physician Letter
11. Clergy Letters
12. Revised Charity Care Policy and Notice
13. Revised TABLE 2b Statistical Projections - Proposed Project
14. Revised TABLE 4 Revenues and Expenses
15. Revised TABLE 5 Manpower Information
16. Affirmations

EXHIBIT 7

ADMISSION CRITERIA AND PROCEDURE - P-B HEALTH HOSPICE SERVICES

P-B Health Hospice admits clients based on the reasonable expectation that their physical, social, psychological, and spiritual needs can adequately be met throughout the continuum of hospice services and provides these services in compliance with the Medicare Conditions of Participation. Hospice clients must meet the admission criteria of the applicable payor including Medicare Hospice Conditions of Participation eligibility requirements.

Procedure:

1. P-B Health will provide hospice services to adults regardless of race, age, sex, religion, color, national origin, sexual preference, handicap, communicable disease, or disability, whether carried out by P-B Health directly or through a contractor or any other entity with which P-B Health arranges to carry out its programs and activities.
2. Client/family, Medical Director, attending physician and hospice P-B Interdisciplinary Group ("PBIG") participate in determining the appropriateness to begin hospice based on Medicare Administrative Contractor Local Coverage Determinations ("LCD"). The LCD guidelines are used when considering any client's eligibility for Hospice services under Medicare. Failure to meet LCD guidelines does not disqualify a client for admission. Additional documentation by the Medical Director, physician designee or attending physician is required.
3. Additional admission criteria:
 - a. The client resides in the geographic area served by the hospice program;
 - b. The client understands and accepts the palliative nature of hospice care and no longer seeks aggressive treatment;
 - c. There is a capable primary caregiver living in the home or, if no caregiver is available, the client agrees to assist the hospice in developing a plan of care to meet his or her future needs;
 - d. The hospice has adequate resources and staffing to meet the needs of the client; and
 - e. The client or authorized representative wish to receive hospice services.
4. Eligibility for the Medicare hospice benefit. To be eligible to elect the Medicare hospice benefit, the client must:
 - a. Be entitled to Medicare Part A; and
 - b. Have written certification by the client's attending physician and P-B Health's Medical Director or physician designee that the client has a prognosis of 6 months or less if the disease follows its normal course.
5. When admission criteria are met, a member of the hospice PBIG obtains a signature by the client or legal representative. The PBIG member informs the office of the admission, and the client is registered for pharmacy, equipment and other services as needed. An RN case manager is assigned, PBIG members and on-call nurse are notified.
6. Prior to the initiation of care, P-B Health notifies the client verbally and in writing of their financial liability and the availability of charity care, reduced fees and time payment availability, consistent with the Charity Care Policy. Prior to the provision of hospice services, P-B Health shall address any financial concerns of patients and patient families and provide individual notice regarding the hospice's charity care policy to the patient and family. The client's understanding of his/her financial responsibility is evidenced by their signature completed at the time of admission. We will also assist clients with private

medical insurance by calling their provider to verify coverage for needed hospice services.

7. During the initial visit, if the client is appropriate for services, the PBIG member will perform all of the admission procedures. This admission process includes, but is not limited to, discussion with the client and/or caregiver of the contents of the following:
 - a. The Client Agreement Form for Hospice Services which addresses the following items and is signed by the client or client's representative:
 - i. Election of the Medicare Hospice Benefit,
 - ii. Consent to Services and Release of Information,
 - iii. Receipt of Privacy Notice,
 - iv. Client Rights and Responsibilities,
 - v. Verification of Advance Directive, if any,
 - vi. Medicare information including completion of Medicare Secondary Payor's Questionnaire,
 - vii. Payment for Services Rendered: Types of Services and payment method including client responsibility, and
 - viii. Assignment of Insurance Benefits.
 - b. Information on medication safety and proper disposal of prescription drugs.
 - c. Any additional documents required by state regulations.
8. A registered nurse must conduct an initial assessment visit to determine the immediate care and support needs of the client. The initial assessment must be completed either within 48 hours after the agreement is signed, unless the physician, client or representative requests that the initial assessment be completed in less than 48 hours.
9. Following the initial assessment, the RN gives a report to the client's attending physician from the client's home and obtains appropriate orders. The RN then reports to the office the outcome of the initial assessment and all orders received from the physician and the appropriate office employee:
 - a. Schedules needed PBIG members to complete the agreement.
 - b. Communicates any new orders to the pharmacy, equipment or other service provider as appropriate.
10. Admission to P-B Health may occur 24 hours per day, seven days a week.
11. Each client admitted to service must receive a client specific, comprehensive assessment that accurately reflects the client's current health status and includes information that may be used to demonstrate the client's progress toward goals.
12. If a potential client does not meet Admission Criteria, the referring individual or organization and the client's attending physician is notified. Efforts are made for referral to appropriate health care providers or community resources, if applicable, and a plan for follow-up contact is developed and recorded in the referral log.
13. A file of initial client intake forms is maintained for all clients who do not meet admission criteria; each form includes a brief explanation of why service was not initiated, and referrals for services elsewhere are documented.
14. P-B Health periodically evaluates eligibility requirements and limitations with the goal to increase access to hospice care in the community.
15. P-B Health collects data regarding the appropriateness and timeliness of admissions that is utilized in the Quality Assurance and Performance Improvement Program.

EXHIBIT 8



Making every moment count while touching lives with care and compassion. That's what we do at P-B Hospice. Come and join us as a volunteer. Together we can enrich lives with love and support.

What services can the volunteer provide? Volunteers Can:

- *Offer a calming and relaxing presence, "just by being there"***
- *Read books, newspapers or magazines***
- *Provide grief support assistance***
- *Watch movies or TV***
- *Help with light errands***
- *Support patient interests, such as music or crafting***

Volunteers Cannot

- *Feed***
- *Transfer or transport***
- *Give medications***
- *Assist with personal care***
- *Provide counseling services or offer advice***

If you are interested, and need further information please contact: Lena Woody at 410-235-1060, ext 148, woodyl@p-bhealth.com or Myrtle Coleman at 410-235-1060, ext 175, colemanmp-bhealth.com



Volunteer Services

**“Compassion is
universally known as the
best medicine.”**

-Sylen Evans



***How do we request a P-B Hospice
volunteer?*** You can begin by
speaking to a member of your care
team. Let them know how a P-B
Health volunteer can best serve
you. Our care team members will
be happy to discuss this with you.

***How long does the volunteer rela-
tionship last?*** Services with our pa-
tients and their caregivers con-
cludes when services are no longer
desired/and or the patient is no
longer in our care.

***Bereavement Volunteers are
available.***



2535 St. Paul Street
Baltimore, MD 21218
Phone: 410-235-1060
Fax: 410-235-1309
www.p-bhealth.com



Volunteer Services

***The purpose of this brochure is
assist families to become more
acquainted with the special role of
our volunteers.***

Who are P-B Hospice volunteers? Our volunteers are drawn to this service for many reasons, but the prevailing characteristic that defines them is their compassion and the desire to help. Our volunteers are different ages, professions, and life experiences.

What requirements do the volunteers meet? Each P-B Hospice volunteer has successfully completed our specialized end of life training program (30 hours) and is selected, supervised, and supported by our volunteer coordinator and other team members.

We require all of our volunteers to go through a background check.

What is the primary role of the volunteer? Volunteers offer our patients companionship and emotional support. If your loved one needs additional hands-on care, please consult your nurse, social worker, or other team member.

What services can the volunteer provide?

Volunteers can:

- *Offer a calming and relaxing presence, “just by being there”
- *Read books, newspapers or magazines
- *Provide grief support assistance
- *Watch movies or TV
- *Help with light errands
- *Support patient interests, such as music or crafting

Volunteers Cannot

- *Feed
- *Transfer or transport
- *Give medications
- *Assist with personal care
- *Provide counseling services or offer advice

Can volunteers offer relief for the caregiver?

Our volunteers can stay with your loved one as you go to an appointment, or enjoy an activity outside of the home. But, sometimes caregivers choose to stay at home and work around the house or rest while a volunteer visits. (Note: Our volunteers are content to sit in silence if the patient does not feel up to visitors while you are away.)

When does the volunteer visit? Each P-B Hospice volunteer visit is determined by the family and the availability of the volunteer. Our volunteers are trained to always call prior to going out to be sure that a visit is still desired or appropriate for that day and time.

How long shall we expect a visit from a volunteer to last? Volunteers typically visit their patients once a week for 1 1/2-2 hours. There are times when a patient is not up to visit, or would prefer a shorter visit and our volunteers understand this.



RECRUIT VOLUNTEERS

SIGN-UP

LOG IN



VolunteerMatch
transforms volunteer

EXHIBIT 9



August 23, 2018

Lena Woody
General Manager of Operations
Finance
P-B Health Home Care Agency, Inc.
2535 St. Paul Street
Baltimore, Maryland 21218

Dear Ms. Woody,

Thank you for your inquiry regarding Enclara Pharmacia's provision of pharmacy services to P-B Health's proposed hospice in Prince George's County for which you are seeking Certificate of Need approval. Please be advised that we are most interested in formalizing contractual arrangements with you for the provision of hospice pharmacy services. Under separate cover, we have sent you a form contract for your consideration.

Enclara can assure P-B Health that your hospice patients will have routine and after-hours access to compounded medications, as well as Schedule II controlled substance medications, and other medications that may be needed by your hospice patients. We can provide the 24/7 coverage through a combination of direct provision by our network of pharmacies in Prince George's County, as well as on a mail order basis as appropriate. Enclara maintains networks of participating pharmacies throughout the country, and there are pharmacies in Prince George's County that participate in our network.

As you know, Enclara is highly experienced in providing pharmacy services to hospices, and we are most interested in pursuing a contractual arrangement with P-B Health for the provision of any services you may need in this regard.

Thank you for your interest in Enclara Pharmacia.

Sincerely,

Deanna R. Douglass, PharmD
SVP Sales, Enclara Pharmacia
215-756-1766
ddouglass@enclarapharmacia.com

1601 Cherry St. | Suite 1800 | Philadelphia, PA 19102

enclarapharmacia.com

Pharmacy	Address	City	State	Zip	Phone	Fax	County
ACCOKEEK DRUG AND HEALTH CARE INC	15789 LIVINGSTON ROAD	ACCOKEEK	MD	20607	301-203-7206	301-203-7207	Prince Georges
ACHOR CARE PHARMACY INC	12130 CENTRAL AVE	BOWIE	MD	207211916	301-383-1502	301-383-1408	Prince Georges
ADVANCED PAIN MEDICINE INSTITUTE	7501 GREENWAY CENTER DR STE 440	GREENBELT	MD	207703506	301-220-1333	240-539-2533	Prince Georges
ALLCARE PHARMACY	6196 OXON HILL RD	OXON HILL	MD	20745	301-485-0000	301-485-1259	Prince Georges
AVALON PROFESSIONAL PHARMACY LLC	12100 ANNAPOLIS RD	GLENN DALE	MD	207699179	301-383-0142	301-383-0143	Prince Georges
BELTSVILLE PHARMACY	10820-F RHODE ISLAND AVENUE	BELTSVILLE	MD	20705	301-595-5939	301-595-5937	Prince Georges
CHESAPEAKE BAY PHARMACY	5686 SILVERHILL RD	DISTRICT HEIGHTS	MD	20747	301-456-7349	240-455-7942	Prince Georges
COLLEGE PARK PHARMACY	4701 MELBOURNE PL	COLLEGE PARK	MD	207402540	301-474-0500	301-474-0550	Prince Georges
COMCARE PHARMACY	15431 EXCELSIOR DR	BOWIE	MD	20716	301-262-2877	301-262-4488	Prince Georges
CO-OP PHARMACY	121 CENTER WAY	GREENBELT	MD	20770	301-474-4400	301-474-3736	Prince Georges
COSTCO PHARMACY	10925 BALTIMORE AVE	BELTSVILLE	MD	20705	301-902-2655	301-931-0456	Prince Georges
COSTCO PHARMACY	2400 FIVE LEES LANE	LANHAM	MD	20706	301-341-6749	301-341-6746	Prince Georges
COSTCO PHARMACY #1039	16006 CRAIN HIGHWAY SE	BRANDYWINE	MD	20613	301-372-3209	301-372-3206	Prince Georges
CVS PHARMACY	5100 BROWN STATION RD	UPPER MARLBORO	MD	20772	301-627-1500	--	Prince Georges
CVS PHARMACY	7041 MARTIN LTHR KING HWY KINGS SHOP PLZ	PALMER PARK	MD	20785	301-386-6412	--	Prince Georges
CVS PHARMACY #00452	7607 GREENBELT RD	GREENBELT	MD	20770	301-441-8811	301-474-6724	Prince Georges
CVS PHARMACY #01433	5922 MARTIN LUTHER KING JR HWY	SEAT PLEASANT	MD	20743	301-925-8151	401-770-7108	Prince Georges
CVS PHARMACY #01434	7939 NEW HAMPSHIRE AVE	LANGLEY PARK	MD	20783	301-434-3121	401-770-7108	Prince Georges
CVS PHARMACY #01436	3130 QUEENS CHAPEL RD	HYATTSVILLE	MD	20782	301-864-7177	401-770-7108	Prince Georges
CVS PHARMACY #01443	7401-7467 ANNAPOLIS RD	LANDOVER HILLS	MD	20784	301-577-7282	401-770-7108	Prince Georges
CVS PHARMACY #01444	7300 WASHINGTON BALTIMORE BLVD	COLLEGE PARK	MD	20740	301-277-6114	401-770-7108	Prince Georges
CVS PHARMACY #01447	320 DOMER AVE	LAUREL	MD	20707	301-776-7514	401-770-7108	Prince Georges
CVS PHARMACY #01448	8201 ANNAPOLIS RD	NEW CARROLLTON	MD	20784	301-577-6222	401-770-7108	Prince Georges
CVS PHARMACY #01451	6920 LAUREL BOWIE RD	BOWIE	MD	20715	301-262-8400	401-770-7108	Prince Georges
CVS PHARMACY #01453	5707 RIVERDALE RD	PALMER PARK	MD	20737	301-277-4838	401-770-7108	Prince Georges
CVS PHARMACY #01454	1910 CRAIN HWY	BOWIE	MD	20716	301-249-6515	401-770-7108	Prince Georges
CVS PHARMACY #01456	10692 CAMPUS WAY SOUTH KETTERING SC	UPPER MARLBORO	MD	20774	301-336-2900	401-770-7108	Prince Georges
CVS PHARMACY #01457	11906 LIVINGSTON RD	FORT WASHINGTON	MD	20744	301-292-3600	401-770-7108	Prince Georges
CVS PHARMACY #01469	4901 INDIAN HEAD HWY	OXON HILL	MD	20745	301-839-3400	401-770-7108	Prince Georges
CVS PHARMACY #01470	7600 SE CRAIN HWY	UPPER MARLBORO	MD	20772	301-627-6603	401-770-7108	Prince Georges
CVS PHARMACY #01472	3714 BRANCH AVE	TEMPLE HILLS	MD	20748	301-423-2324	401-770-7108	Prince Georges
CVS PHARMACY #01476	7012 MARLBORO PIKE	FORESTVILLE	MD	20747	301-736-8683	401-770-7108	Prince Georges
CVS PHARMACY #01486	5621 SARGENT RD	HYATTSVILLE	MD	20782	301-559-3333	401-770-7108	Prince Georges
CVS PHARMACY #01489	6516 LANDOVER RD	LANDOVER	MD	20785	301-773-3355	401-770-7108	Prince Georges
CVS PHARMACY #01491	8859 BRANCH AVE	CLINTON	MD	20735	301-868-4055	401-770-7108	Prince Georges
CVS PHARMACY #01495	11729 BELTSVILLE DR CALVERTON TRNG CTR	BELTSVILLE	MD	20705	301-572-5500	401-770-7108	Prince Georges
CVS PHARMACY #01496	7050 ALLENTOWN RD	CAMP SPRINGS	MD	20748	301-449-4221	401-770-7108	Prince Georges
CVS PHARMACY #01498	13320 LAUREL BOWIE RD	LAUREL	MD	20708	301-776-3660	401-770-7108	Prince Georges
CVS PHARMACY #01505	28 WATKINS DRIVE	UPPER MARLBORO	MD	20774	301-249-4664	401-770-7108	Prince Georges
CVS PHARMACY #01506	6200 CENTRAL AVE	SEAT PLEASANT	MD	20743	301-350-8008	401-770-7108	Prince Georges
CVS PHARMACY #01511	6221 OXON HILL RD	OXON HILL	MD	20745	301-839-0667	401-770-7108	Prince Georges
CVS PHARMACY #01514	3611 BLADENSBURG RD	COLMAR MANOR	MD	20722	301-277-6667	401-770-7108	Prince Georges
CVS PHARMACY #01516	9420 LANHAM SEVERN RD	SEABROOK	MD	20706	301-577-5555	401-770-7108	Prince Georges
CVS PHARMACY #01790	15100 BALTIMORE AVE	LAUREL	MD	20707	301-776-5404	401-770-7108	Prince Georges
CVS PHARMACY #02005	5870 SILVER HILL RD SILVER HILL PLZ	DISTRICT HEIGHTS	MD	20747	301-736-3994	401-770-7108	Prince Georges
CVS PHARMACY #02016	5910 GREENBELT RD	GREENBELT	MD	20770	301-441-8810	401-770-7108	Prince Georges
CVS PHARMACY #02239	8201 OXON HILL RD	FORT WASHINGTON	MD	20744	301-839-7211	401-770-7108	Prince Georges
CVS PHARMACY #02373	3605 E WEST HWY	HYATTSVILLE	MD	20782	301-277-0199	401-770-7108	Prince Georges
CVS PHARMACY #02777	162 FLEET STREET	NATIONAL HARBOR	MD	20745	301-686-0248	401-770-7108	Prince Georges
CVS PHARMACY #02778	11100 BALTIMORE AVE	BELTSVILLE	MD	20705	301-572-9682	401-770-7108	Prince Georges
CVS PHARMACY #03047	8601 MARTIN LUTHER KING JR HWY	LANHAM	MD	207061500	301-322-7314	401-770-7108	Prince Georges
CVS PHARMACY #03789	4840 MARLBORO PIKE	CAPITOL HEIGHTS	MD	20743	301-669-0465	401-770-7108	Prince Georges
CVS PHARMACY #05875	6001 HIGHBRIDGE RD	BOWIE	MD	20720	301-262-4956	401-770-7108	Prince Georges
CVS PHARMACY #10168	8319 BALTIMORE AVE	COLLEGE PARK	MD	207402435	301-220-3860	401-770-7108	Prince Georges
CVS PHARMACY #16393	4600 MITCHELLVILLE RD	BOWIE	MD	20716	301-352-3847	401-770-7108	Prince Georges
CVS PHARMACY #16395	10500 CAMPUS WAY S	UPPER MARLBORO	MD	20774	301-324-7098	401-770-7108	Prince Georges
CVS PHARMACY #16639	6100 GREENBELT RD	GREENBELT	MD	20770	301-837-0055	401-770-7108	Prince Georges
CVS PHARMACY #17010	3500 EAST WEST HWY STE 1200	HYATTSVILLE	MD	20782	301-955-0006	401-770-7108	Prince Georges
CVS PHARMACY #17017	3101 DONNELL DR	DISTRICT HEIGHTS	MD	20747	301-778-1652	401-770-7108	Prince Georges
CVS PHARMACY #17102	10401 MARTIN LUTHER KING JR HWY	BOWIE	MD	20720	301-955-0108	401-770-7108	Prince Georges
CVS PHARMACY #17457	15922 CRAIN HWY	BRANDYWINE	MD	20613	301-720-9001	401-770-7108	Prince Georges
CVS PHARMACY #17679	7501 BALTIMORE AVE, STE 1	COLLEGE PARK	MD	20740	301-955-1922	401-770-7108	Prince Georges
DEMMY'S PHARMACY LLC	5510 CHERRYWOOD LN STE B	GREENBELT	MD	207701045	301-220-3124	301-220-1738	Prince Georges
DRUG HUT, LLC	10831 LANHAM SEVERN RD	GLENN DALE	MD	20769	202-596-1468	301-527-0372	Prince Georges
EAST PINES PHARMACY AND MED EQUIP	6003 66TH AVENUE	RIVERDALE	MD	20737	301-459-6211	301-459-6217	Prince Georges
FAMILY CHOICE PHARMACY INC	8313 ANNAPOLIS RD	NEW CARROLLTON	MD	207843001	301-577-1212	301-577-1099	Prince Georges
FORT WASHINGTON PHARMACY	12764 OLD FORT RD	FORT WASHINGTON	MD	207442871	301-747-4760	301-747-4732	Prince Georges
GIANT PHARMACY	15520 ANNAPOLIS RD	BOWIE	MD	20715	301-262-2008	301-805-1390	Prince Georges
GIANT PHARMACY	6000 GREENBELT RD	GREENBELT	MD	20770	301-982-2359	301-982-2073	Prince Georges
GIANT PHARMACY	9580 LIVINGSTON ROAD	FT WASHINGTON	MD	20744	301-248-1333	301-248-5608	Prince Georges
GIANT PHARMACY	1009 FAIRLAWN STREET	LAUREL	MD	20707	301-498-9337	301-604-9007	Prince Georges
GIANT PHARMACY	7074 ALLENTOWN ROAD	CAMP SPRINGS	MD	20748	301-449-7483	301-449-1843	Prince Georges
GIANT PHARMACY	5500 SILVER HILL	DISTRICT HEIGHTS	MD	20747	301-817-3181	301-817-3183	Prince Georges
GIANT PHARMACY	4119 BRANCH AVE	MARLOW HGTS	MD	20748	301-630-7810	301-702-9543	Prince Georges
GIANT PHARMACY	7546 ANNAPOLIS ROAD	LANHAM	MD	20784	301-577-6128	301-577-6055	Prince Georges
GIANT PHARMACY	5700 SOUTHEAST CRAIN HIGHWAY	UPPER MARLBORO	MD	20772	301-952-7539	301-952-7536	Prince Georges
GIANT PHARMACY	3500 N W CRAIN HIGHWAY	BOWIE	MD	20716	301-352-2364	301-352-3190	Prince Georges
GIANT PHARMACY	5815 EASTERN AVENUE	WEST HYATTSVILLE	MD	20782	301-559-8721	301-853-1190	Prince Georges
GIANT PHARMACY	20 AUDREY LANE	OXON HILL	MD	20745	301-839-8181	301-749-5190	Prince Georges
GIANT PHARMACY	10480 CAMPUS WAY SOUTH	LARGO	MD	20774	301-336-9428	301-333-8190	Prince Georges
GIANT PHARMACY	7025 BERRY ROAD	ACCOKEEK	MD	20607	301-893-3101	301-893-3103	Prince Georges
GIANT PHARMACY	10515 GREENBELT ROAD	LANHAM	MD	20706	301-666-1181	301-666-1190	Prince Georges
GIANT PHARMACY	3521 EAST WEST HIGHWAY	HYATTSVILLE	MD	20782	301-853-3701	301-853-3703	Prince Georges
GIG PHARMACY AND HOME HEALTHCARE	3611 BRANCH AVE	TEMPLE HILLS	MD	20748	301-423-8070	301-423-7707	Prince Georges
GREENBELT PHARMACY LLC	9801 GREENBELT RD STE 207	LANHAM	MD	207066227	301-552-8715	301-552-8770	Prince Georges
HANOVER PARK PHARMACY	7217 HANOVER PARKWAY	GREENBELT	MD	20770	301-345-1124	301-345-1339	Prince Georges
HARRIS TEETER PHARMACY	14702 BALTIMORE AVE	LAUREL	MD	207074816	301-490-5497	301-490-1736	Prince Georges
HARRIS TEETER PHARMACY #324	15501 ANNAPOLIS RD STE 400	BOWIE	MD	207153003	301-383-2945	301-383-2948	Prince Georges
HEALING TOUCH PHARMACY	5210 INDIAN HEAD HWY UNIT 1RR	OXON HILL	MD	207452048	844-943-2546	844-833-9445	Prince Georges

Pharmacy	Address	City	State	Zip	Phone	Fax	County
HEALTHPOINTE PHARMACY	9203 OXON HILL RD	FORT WASHINGTON	MD	207444834	240-493-8792	855-755-2356	Prince Georges
HOLLYWOOD PHARMACY	9901 RHODE ISLAND AVE	COLLEGE PARK	MD	20740	301-345-3400	301-345-2444	Prince Georges
KAY CEE LTC PHARMACY	4611 ASSEMBLY DR STE H	LANHAM	MD	207064841	410-789-8454	410-789-8456	Prince Georges
LAUREL PHARMACY	7350 VAN DUSEN RD	LAUREL	MD	20707	301-604-8500	301-604-8887	Prince Georges
LAUREL PHARMACY RT 1	14402 BALTIMORE AVE	LAUREL	MD	207074953	301-604-4455	240-539-6004	Prince Georges
LAWSON'S PHARMACY	3415 HAMILTON STREET	HYATTSVILLE	MD	20782	301-864-4043	301-864-5548	Prince Georges
LORVEN PHARMACY	13929 BALTIMORE AVE STE 4	LAUREL	MD	207075045	301-490-8311	301-490-8244	Prince Georges
MAIN STREET PHARMACY	667 MAIN ST	LAUREL	MD	20707	301-317-3838	301-317-3637	Prince Georges
MECMO PHARMACY	5831 ALLENTOWN RD	CAMP SPRINGS	MD	207464570	786-385-0917	301-909-0697	Prince Georges
MENDEL PHARMACY	1264 BENNING ROAD	CAPITAL HEIGHTS	MD	20743	301-735-2221	301-735-2213	Prince Georges
MIDATLANTIC UROLOGY ASSOCIATES LLC	7500 GREENWAY CENTER DR	GREENBELT	MD	207703502	301-477-2932	301-477-2981	Prince Georges
NEW ERA CARE PHARMACY	1436 ADDISON RD SOUTH	CAPITOL HEIGHTS	MD	20743	301-808-4361	301-808-5291	Prince Georges
OMNI MEDICAL CENTER	20 WATKINS PARK DR	UPPER MARLBORO	MD	20774	301-350-8550	301-350-8503	Prince Georges
PADEK HEALTHCARE PHARMACY II	5814 BALTIMORE AVE	HYATTSVILLE	MD	207811623	301-277-7107	301-277-7127	Prince Georges
PADEK HEALTHCARE PHARMACY INC	5403A ANNAPOLIS ROAD	BLADENSBURG	MD	20710	301-277-7107	301-277-7127	Prince Georges
PARKLAND PHARMACY INC	6104 OLD SILVER HILL RD	DISTRICT HEIGHTS	MD	207472111	240-788-7097	240-788-7359	Prince Georges
PHYSICANS RX PHARMACY OF CLINTON, INC.	9131 PISCATAWAY RD STE 670	CLINTON	MD	207352579	240-348-7157	240-348-7160	Prince Georges
PHYSICIANS RX PHARMACY LLC	9701 APOLLO DRIVE #400	LARGO	MD	20774	301-477-3367	866-354-1868	Prince Georges
RITE AID #11201	5741 SILVER HILL ROAD	DISTRICT HEIGHTS	MD	207471102	301-736-0904	301-736-4828	Prince Georges
RITE AID #2585	9139 RIGGS ROAD	ADELPHI	MD	207831637	301-439-3232	301-439-8605	Prince Georges
RITE AID #3790	8048 NEW HAMPSHIRE AVENUE	LANGLEY PARK	MD	207834611	301-439-4400	301-439-0842	Prince Georges
RITE AID #3794	6806 RIVERDALE ROAD	RIVERDALE	MD	207371802	301-429-9122	301-429-9286	Prince Georges
RITE AID #3803	10456 BALTIMORE AVENUE	BELTSVILLE	MD	207052321	301-937-4020	301-937-8251	Prince Georges
RITE AID #3813	9530 CRAIN HIGHWAY	UPPER MARLBORO	MD	207725424	301-868-0303	301-868-1812	Prince Georges
RITE AID #3868	1823 EAST WEST HIGHWAY	ADELPHI	MD	207833032	301-439-7100	301-439-7134	Prince Georges
RITE AID #4533	8934 WOODYARD ROAD	CLINTON	MD	207354241	301-868-2000	301-877-8684	Prince Georges
RITE AID #4983	6130 BALTIMORE AVENUE	RIVERDALE	MD	207371905	301-699-5004	301-699-0178	Prince Georges
RITE AID #7766	12701 LAUREL BOWIE RD	LAUREL	MD	207082606	240-456-0301	240-456-0306	Prince Georges
RITE AID #7840	9810 APOLLO DRIVE	LARGO	MD	207744824	302-322-9027	302-322-6264	Prince Georges
SAFEWAY PHARMACY #0107	7595 GREENBELT RD	GREENBELT	MD	20770	301-345-8777	301-220-1217	Prince Georges
SAFEWAY PHARMACY #1443	8785 BRANCH AVE	CLINTON	MD	20735	301-856-7852	301-856-7858	Prince Georges
SAFEWAY PHARMACY #1804	4101 NORTHVIEW DR	BOWIE	MD	20715	301-262-7733	301-262-7736	Prince Georges
SAFEWAY PHARMACY #1882	990 E SWAN CREEK RD	FT WASHINGTON	MD	20744	301-965-6003	301-965-6004	Prince Georges
SAFEWAY PHARMACY #2713	12410 FAIRWOOD PKWY	BOWIE	MD	20720	301-867-0345	301-867-0344	Prince Georges
SAFEWAY PHARMACY #2795	7605 CRAIN HWY	UPPER MARLBORO	MD	20772	301-574-0250	301-574-2052	Prince Georges
SAFEWAY PHARMACY #2853	15916 CRAIN HWY	BRANDYWINE	MD	20613	301-242-9264	301-242-9265	Prince Georges
SAFEWAY PHARMACY #3274	3702 E WEST HWY	HYATTSVILLE	MD	207822013	301-955-1943	301-955-1944	Prince Georges
SAFEWAY PHARMACY #4872	6235 OXON HILL ROAD	OXON HILL	MD	20745	301-839-0729	301-567-9072	Prince Georges
SAINT PHARMACY	5608 SAINT BARNABAS RD	OXON HILL	MD	207453626	240-766-2206	240-766-2228	Prince Georges
SHALOM PHARMACY	9131 PISCATAWAY ROAD	CLINTON	MD	20735	301-856-5663	301-856-8563	Prince Georges
SHALOM PHARMACY AND MEDICAL SUPPLIES	8981 WOODYARD RD	CLINTON	MD	207354203	301-868-4094	301-868-4049	Prince Georges
SHOPPERS PHARMACY	4720 CHERRY HILL RD	COLLEGE PARK	MD	20740	301-345-7738	301-345-6118	Prince Georges
SHOPPERS PHARMACY	6300 COVENTRY WAY	CLINTON	MD	20735	301-868-0157	301-868-0535	Prince Georges
SHOPPERS PHARMACY	6111 LIVINGSTON RD	OXON HILL	MD	20745	301-749-9323	301-749-9326	Prince Georges
SHOPPERS PHARMACY	7790 RIVERDALE RD	NEW CARROLLTON	MD	20784	301-577-5701	301-577-6199	Prince Georges
SHOPPERS PHARMACY	2950 DONNELL DR	FORESTVILLE	MD	20747	240-492-0189	240-492-0192	Prince Georges
SHOPPERS PHARMACY	13600 BALTIMORE AVE	LAUREL	MD	20707	301-575-0270	301-575-0266	Prince Georges
SHOPPERS PHARMACY	10501 MARTIN LUTHER KING JR HWY	BOWIE	MD	20720	240-544-0187	240-544-0190	Prince Georges
ST.BARNABAS PHARMACY	4311 SAINT BARNABAS RD	TEMPLE HILLS	MD	207481833	301-456-2471	301-456-2473	Prince Georges
SUITLAND PHARMACY	4731 SILVERHILL ROAD	SUITLAND	MD	20746	301-736-3270	301-736-3158	Prince Georges
SUPREME PHARMACY AND MEDICAL SUPPLIES	7936 JOHNSON AVE	GLENARDEN	MD	20706	301-322-8082	301-322-8481	Prince Georges
WALGREENS	9001 WOODY TERRACE	CLINTON	MD	20735	301-856-6501	301-856-6507	Prince Georges
WALGREENS	7008 MARLBORO PIKE	FORESTVILLE	MD	207473242	301-420-3240	301-735-2195	Prince Georges
WALGREENS	15990 ANNAPOLIS RD	BOWIE	MD	207153041	301-352-2340	301-352-7407	Prince Georges
WALGREENS	600 WASHINGTON BLVD S	LAUREL	MD	207074636	301-725-0236	301-490-5714	Prince Georges
WALGREENS	6498 LANDOVER RD	CHEVERLY	MD	207851444	301-773-1074	301-773-4656	Prince Georges
WALMART PHARMACY 10-1893	3300 NW CRAIN HWY	BOWIE	MD	20716	301-805-8853	301-805-8855	Prince Georges
WALMART PHARMACY 10-2799	8745 BRANCH AVENUE	CLINTON	MD	20735	301-877-4025	--	Prince Georges
WALMART PHARMACY 10-5129	6210 ANNAPOLIS ROAD	LANDOVER HILLS	MD	20784	301-773-7596	--	Prince Georges
WEGMANS FOOD MARKETS, INC.	9001 MCHUGH DR	LANHAM	MD	20706	240-487-5445	240-487-5498	Prince Georges

PHARMACY SERVICES AGREEMENT

MAIL ORDER SERVICE

This Pharmacy Services Agreement (the “Agreement”) is entered into as of August 21, 2018 (“Effective Date”) by and between Enclara Pharmacia, Inc. (“Enclara”), a Delaware corporation, and P-B Health Home Care and Hospice, a corporation organized in the state of Maryland, (hereafter referred to as “Hospice”).

BACKGROUND

Enclara provides pharmaceutical products through a mail-order pharmacy and through a network of local retail pharmacies, as well as consulting and related services to support hospice providers.

Hospice operates a hospice and desires to engage Enclara to provide certain pharmacy support services to Hospice, as described in this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Enclara and Hospice hereby agree as follows:

1. Engagement. Hospice hereby engages Enclara to provide Pharmacy Support Services and Hospice Support Services described in **Exhibit A** attached hereto (collectively, the “Pharmacy Services”). During the term of this Agreement, Enclara shall be Hospice’s exclusive vendor of products and services comprising the Pharmacy Support Services, as well as any services that could serve as functional replacements for such Pharmacy Support Services, such as, without limitation, prescription benefit management (PBM) services and/or a local pharmacy service model. For the avoidance of doubt such exclusive vendor designation shall apply to any and all of Hospice’s current locations, as well as any and all additional or new service locations added by Hospice during the term, whether such locations are developed organically or acquired, directly or indirectly via purchase or other similar transaction, by Hospice or any of its direct or indirect affiliates; provided, that Hospice shall not be in breach of this exclusivity provision with respect to an after acquired/purchased hospice location for so long as such location is contractually prohibited from terminating without penalty or breach, an existing pharmacy services agreement in effect at the time of the acquisition/purchase.

2. Obligations of the Parties.

2.1 Mutual Obligations.

(a) Enclara and Hospice will cooperate to implement services as provided by this Agreement within an agreed-upon timetable.

(b) The parties will work cooperatively in good faith to support the Pharmacy Services, and will use reasonable efforts to cause their officers, directors, employees, subcontractors, partners, and agents to do the same.

2.2 Enclara Obligations.

(a) Enclara will provide the Pharmacy Services as set forth in **Exhibit A**.

(b) Enclara will guide Hospice through implementation of the Pharmacy Services, which may include working with Hospice to develop transition plans and communication documents for Hospice's physicians, hospice staff, and current pharmacy manager.

(c) Enclara will provide the following materials to Hospice:

(i) MUGs (as defined in section 6.8) reference handbooks for Hospice staff servicing patients in the contracted Locations (as defined in **Exhibit B**), which books may be made available electronically or in tangible form, at Enclara's discretion;

(ii) Enclara Pharmacia Rx Card Program (as defined in paragraph 2 of **Exhibit A**) identification cards for urgent prescriptions;

(d) Enclara will maintain professional liability insurance in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and general liability insurance coverage in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Upon written request, Enclara will provide a certificate evidencing its insurance coverage.

2.3 Hospice Obligations.

(a) *With Respect to Commencement of the Pharmacy Services:* No less than 30 days prior to the commencement of the Pharmacy Services:

(i) Hospice will provide to Enclara a current contact list of its key personnel, physicians, institutional facilities and other Hospice contacts. Hospice will update this information from time to time or as reasonably requested by Enclara.

(ii) For each of Hospice's patients, Hospice will provide patient demographic, medication information and medication changes (new and discontinued medication) from either Hospice's own or its current pharmacy's information system, in electronic format to facilitate bulk admission of patients to Enclara's systems. Hospice will deliver to Enclara data files containing such information in agreed upon format no less than 7 days prior to commencement of the Pharmacy Services. Hospice and Enclara will work together in good faith, via conference call and/or the exchange of test files, to validate Hospice's ability to produce bulk data, including medication changes, in the required format and within the required timeframe. Hospice agrees to refresh this data as requested by Enclara during the transition process up to and including the service start date. Enclara reserves the right to adjust implementation training and timing if Hospice shall fail to provide the requisite data in an accurate, complete or timely manner.

(b) *With Respect to Enclara's Ongoing Provision of Pharmacy Services:* For purposes of profiling, dispensing, shipping and billing of medications, Hospice will transmit to Enclara admission demographics, diagnosis, current medications, clinical and such other data as Enclara may request from time to time in connection with patient admission, dispensing and/or change in patient therapy. Hospice acknowledges that Enclara may establish (and periodically update) information submission specifications and requirements, as well as establish deadlines which must be met in order for Enclara to process the applicable information and/or order during the same business day, and further, that information provided after the applicable cut-off time(s) will be processed the following day.

(c) Hospice will be responsible for the accuracy and timeliness of all data required by or submitted to Enclara in connection with this Agreement. Enclara does not assume any obligation or liability arising from Hospice's failure to provide (or failure to timely update from time to time) accurate

data for use by Enclara in connection with its provision of Pharmacy Services. Hospice is solely responsible for all coverage determinations related to hospice patients terminal diagnosis status. Enclara assumes no responsibility or obligation related to Hospice's determination of coverage status.

(d) Hospice will maintain professional liability insurance in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and general liability insurance coverage in the amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate. Upon written request, Hospice will provide a certificate evidencing its insurance coverage.

2.4 Ultimate Responsibility for Patient Care. Notwithstanding anything to the contrary contained in this Agreement, as between the parties, Hospice at all times shall have and retain exclusive control and responsibility over all professional services and medications available, provided, and administered to Hospice's patients, and in that regard, Hospice acknowledges its sole responsibility for the initial and ongoing patient assessment, professional medical management, care coordination, continuity of pharmaceuticals obtained through Enclara or its pharmacy network, and any other medical treatment provided to Hospice's patients, and that Enclara, its pharmacists, and all other Enclara personnel are providing consultative and dispensing services only. In addition, Hospice acknowledges that it has the sole obligation and authority to design, amend, control and administer the drug plan created for each of its patients.

3. Compensation; Invoicing; Payment.

3.1 Compensation. Hospice shall pay Enclara, as consideration for the provision of the Pharmacy Services, those amounts set forth or described in **Exhibit B** attached hereto. Enclara reserves the right to modify the per diem pricing from time to time upon providing at least thirty (30) days advance written notice to Hospice, at a rate not to exceed the change in the Producer Price Index (PPI) for pharmaceutical preparation manufacturing from the date the then current pricing was established under this Agreement through the end of the calendar month immediately prior to such modification, as published by the U.S. Department of Labor.

3.2 Implementation Fee. Within thirty (30) days following the execution of this Agreement, Hospice shall pay Enclara the Implementation Fee, if any, set forth in **Exhibit B**.

3.3 Inpatient Unit Set-up Fee. Within thirty (30) days following the execution of this Agreement, Hospice shall pay Enclara the Inpatient Unit Set-Up fee, if any, set forth in **Exhibit B**.

3.4 Invoice; Payment. Enclara will use reasonable commercial efforts to submit an electronic invoice and supporting reports for services rendered each month by the fifteenth (15th) day of the following month. Enclara will provide a printed invoice upon Hospice's written request. Payment for any undisputed invoiced amounts shall be due twenty five (25) days from the date of invoice or as otherwise agreed upon in writing by the parties. Payments shall be directed to Enclara as provided in such invoice. Amounts for which payment has not been received by Enclara by the applicable due date shall be subject to a late fee equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted under applicable law. The obligation of Hospice to pay the applicable amounts set forth in this Agreement is in no way conditioned on Hospice's receipt of payment or reimbursement for, or in respect of, the underlying services provided to, or for the benefit of, Hospice's patients pursuant to this Agreement.

3.5 Taxes. Hospice shall, in addition to any other amounts to be paid by Hospice to Enclara pursuant to this Section 3, pay all taxes, duties, and other assessments, however designated or levied, based upon or arising in connection with Enclara performance or provision, or Hospice's receipt or

utilization, of the Pharmacy Services, except for taxes based on Enclara's net income. Hospice's obligation to pay taxes includes any interest or penalties imposed by any taxing authorities.

4. Term; Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with Sections 4.2 and 4.3 shall continue until the third anniversary of the Effective Date (the "Initial Term"). The term of this Agreement shall automatically renew and be extended for additional, successive 1-year periods each (each a "Renewal Term"), unless either party notifies the other in writing at least thirty (30) days prior to the then-scheduled expiration of the term of its intent not to renew and extend the term. (The Initial Term and any Renewal Term are collectively referred to in this Agreement as the "Term").

4.2 Termination. This Agreement may be terminated by either party, upon written notice, in the event of a material breach by the other party of any material term or condition of this Agreement (other than for a failure by Hospice to pay the fees or any other amounts payable hereunder when due, in accordance with this Agreement) that remains uncured for thirty (30) days after receipt of written notice thereof from the non-breaching party. In the event of a failure by Hospice to pay the fees or any other payable amounts when due, in accordance with this Agreement, and if such failure remains uncured for five (5) business days after written notice of such breach, Enclara, in its sole discretion and whenever it deems appropriate, may take any or all of the following actions: (i) immediately terminate this Agreement, upon written notice to Hospice, and/or (ii) withhold any portion of the Pharmacy Services that Enclara is otherwise contractually obligated to provide to Hospice.

4.3 Termination without Cause. This Agreement may be terminated by either party upon one hundred eighty (180) days prior written notice; provided, however, in the event Hospice elects to exercise its right to terminate pursuant to this Section 4.3, it shall be obligated to pay a fee ("Fee") in an amount equal to the product of (i) the number of months remaining in the Initial Term or Renewal Term, as the case may be, as of the termination date (rounded to the nearest whole month); (ii) the average aggregate monthly amount billed to Hospice hereunder during the three (3) calendar months immediately preceding Hospice's delivery of its termination notice pursuant to this Section 4.3; and (iii) ten percent (10.0%). Enclara shall calculate, and shall provide written notice to Hospice of, the Fee within sixty (60) days following receipt of Hospice's termination notice; and such Fee shall be due and payable within thirty (30) days following Hospice's receipt of such notice from Enclara. Notwithstanding the foregoing, in the event Hospice (x) terminates this Agreement prior to completion of three (3) calendar months of service; or (y) fails to implement services within ninety (90) days of the date of the last signature below; or (z) elects not to implement service for any reason, then the Fee shall be ten thousand (\$10,000), which amount is not intended to be a penalty but rather is intended to offset the expected costs, expenses and overhead incurred by Enclara in connection with the sales, negotiation, execution, planning and implementation process.

5. Regulatory Compliance; Representations and Warranties.

5.1 General. Each party shall comply, and shall not prevent or hinder the other party from complying, in all material respects, with all applicable federal, state, and local laws, rules, regulations, and ordinances applicable to the conduct of such party's business or affairs in connection with this Agreement.

5.2 Access to Books and Records; Retention of Records. To the extent that the Pharmacy Services provided under this Agreement are deemed by the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, to be

subject to the provisions of Section 952 of Public Law 96-499, the parties, until the expiration of four (4) years subsequent to the furnishing of services under this Agreement, shall make available, upon written request of the Secretary, the Comptroller, or any of their duly authorized representatives, this Agreement, and the books and documents, and records of the parties that are necessary to certify the nature and extent of the services provided under this Agreement. In addition, to the extent that any applicable law shall require either party to retain records documenting the performance of its obligations under this Agreement for a period greater than four (4) years, each party agrees to retain such records for such period as may be required by such law.

5.3 Compliance by Enclara; Medicare COPs; No Debarment. Enclara will perform the Pharmacy Services hereunder in compliance with all applicable federal, state, and local laws. Further, Enclara acknowledges that the Pharmacy Services contracted under this Agreement are being provided in connection with Hospice's overall provision of hospice services to its patients. Further, Enclara recognizes that Hospice has an obligation to provide such hospice services in accordance with applicable legal requirements, including the specific requirements of the Medicare program set forth in 42 CFR 418.1 *et seq.* ("Medicare COPs"). In that regard, at the request of Hospice, subject to Section 2.4, Enclara agrees to work cooperatively with Hospice to establish and maintain such policies, processes, and procedures as may be reasonably necessary to confirm that Enclara, generally as a contracted vendor of Hospice, and the Pharmacy Services to be provided by Enclara pursuant to this Agreement conform to the specific Medicare COPs that relate directly to Enclara or such Pharmacy Services, as the case may be. Enclara represents and warrants that neither it nor any of its personnel providing the Pharmacy Services under this Agreement is currently excluded, debarred, suspended or otherwise ineligible to participate in any federal health care programs. Enclara will notify Hospice immediately upon exclusion, debarment or other ineligibility to participate in any federal health care programs of Enclara or its personnel, or of any action it becomes aware of that could reasonably be foreseen to lead to an exclusion, debarment, suspension or ineligibility. In addition, Enclara represents and warrants that Enclara obtains a criminal background check in connection with its employment of any individual who will have direct patient contact or access to patient records.

5.4 Compliance by Hospice; No Debarment. Hospice represents and warrants that it has in place a compliance program that includes all necessary policies and procedures that address all relevant healthcare care program service and reimbursement requirements in a manner consistent with applicable federal, state, and local laws. Further, Hospice will operate its business in compliance with all such applicable federal, state, and local laws. Without limiting the foregoing, Hospice acknowledges that it shall be responsible to ensure that its admission and drug ordering practices comply with all such applicable laws, including, without limitation, all State Medicaid programs and Departments of Health, Board of Pharmacy and Federal DEA requirements. Hospice represents and warrants that neither Hospice nor any Hospice personnel is currently, excluded, debarred, suspended or otherwise ineligible to participate in any federal health care programs. Hospice will notify Enclara immediately upon exclusion, debarment or other ineligibility to participate in any federal health care programs of Hospice or Hospice personnel, or of any action it becomes aware of that could reasonably be foreseen to lead to an exclusion, debarment, suspension or ineligibility.

5.5 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PHARMACY SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO EXPRESS WARRANTIES MADE BY EITHER PARTY AND ALL EXPRESS WARRANTIES MADE BY A PARTY IN THIS AGREEMENT ARE MADE ONLY TO, AND ONLY FOR THE BENEFIT OF, THE OTHER PARTY. THERE ARE NO IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, ENJOYMENT OF THE SERVICES, OR ANY IMPLIED WARRANTIES OTHERWISE ARISING

FROM A COURSE OF DEALING OR PERFORMANCE OR CUSTOM OR USAGE OF TRADE. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND EACH PARTY HEREBY WAIVES AND RELEASES ALL CLAIMS TO SUCH WARRANTIES.

6. Confidentiality.

6.1 General. Each party shall maintain the confidence of, and not otherwise disclose, the Confidential Information (defined below) of the other party, except as provided herein. In addition, neither party will disclose to any person, including but not limited to any vendor, supplier, creditor, or competitor of the other party the terms of this Agreement, including the pricing set forth herein.

6.2 Permitted Disclosures. Notwithstanding the restrictions of this Section, each party may disclose Confidential Information of the other party to its employees, agents, and subcontractors who have: (i) a bona fide need to know such Confidential Information in order to perform their assigned duties; and (ii) a legal duty to protect the Confidential Information that is substantially equivalent to the obligations of confidentiality imposed upon such party hereunder. Enclara may use information provided by Hospice and its employees, agents and representatives for purposes of performing Enclara's services herein, as well as to provide such parties with alerts and information regarding products and services available from or through Enclara. Enclara may disclose the existence of this Agreement (but not the terms thereof) in promotional and advertising materials. Notwithstanding anything to the contrary contained elsewhere in this Agreement, either party may disclose the existence of this Agreement, or the terms of this Agreement, to the extent such disclosure is required to enforce the terms of this Agreement or the rights of such party hereunder, and to the extent that such party deems it necessary or appropriate, in its sole discretion, to enable, permit, or facilitate filings with governmental agencies that such party is required or deems it appropriate to make, except that, in the event of any such filing, the filing party shall request confidential treatment of this Agreement and, in particular, the provisions of this Agreement related to fees and pricing.

6.3 Confidential Information. For purposes of this Agreement, "Confidential Information" means: (a) as to either party, technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets that are developed or acquired by such party, whether in tangible or intangible form, in any specific form or media, or disclosed orally; (b) as to either party, information and data relating to or describing such party's practices, personnel, agents, subcontractors, hospices, patients, products, services, orders, business, financials, costs, or margins that is not generally known by others in the same line of business; (c) as to either party, this Agreement and the terms and conditions hereof; (d) records, data, information (excluding Protected Health Information as such term is defined by HIPAA) and other materials in the possession or control of either party, or created, collected, processed, handled, stored, transmitted, or received, in any form or media, in connection with this Agreement, the disclosure of which is prohibited, whether by law, statute, governmental regulation, or ordinance. Confidential Information shall not include Protected Health Information or any information that a party can demonstrate was: (i) in the public domain at the time of disclosure to such party, through no fault of such party; (ii) published or otherwise made a part of the public domain after disclosure to such party, through no fault of such party; (iii) already in the possession of such party, without such party being under any obligations of confidentiality with respect thereto, at the time of disclosure by the other party; (iv) received or obtained by such party, without such party assuming any obligations of confidentiality with respect thereto, from a third party who had a lawful right to disclose such information to such party; or (v) independently developed by such party without reference to Confidential Information of the other party and not in connection with the provision, performance, receipt, or utilization of the Pharmacy Services. The parties'

respective rights, duties, and obligations with respect to Protected Health Information shall be governed exclusively by the Business Associate Addendum attached hereto as **Exhibit C**.

6.4 **Required Disclosures.** Either party may disclose Confidential Information of the other party to the extent disclosure is required by law or by order of a court or governmental agency. The party that is subject to such law or order shall use all commercially reasonable efforts to: (i) maintain the confidentiality of the Confidential Information by giving the party who owns such Confidential Information (or to whom such Confidential Information otherwise pertains) prompt notice in order that it have an opportunity to intercede in such process to contest such disclosure; (ii) cooperate with such other party to protect the confidentiality of such Confidential Information; and (iii) disclose only the amount of Confidential Information necessary to meet its obligation.

6.5 **Injunctive Relief.** Each party acknowledges that any breach of any provision of this Section by a party, or by its personnel, agents, or subcontractors, may cause immediate and irreparable injury to the other party that cannot be adequately compensated for in damages, and that, in the event of any such breach and in addition to all other remedies available at law or in equity, the injured party shall be entitled to seek injunctive relief from any court of competent jurisdiction, without bond or other security.

6.6 **Return of Confidential Information.** Upon either termination or expiration of the Term or the request of the other party, each party shall promptly return or destroy, at the other party's option, the other party's Confidential Information and all copies thereof.

6.7 **Duration.** The obligations of the parties with respect to Confidential Information, as are set forth in this Section, shall remain in force and effect at all times during the term and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status is maintained; and (ii) with respect to Confidential Information that does not constitute a trade secret, for three (3) years after termination or expiration of the term of this Agreement (or for the maximum amount of time permitted under applicable law, if shorter than three (3) years).

6.8 **Enclara MUGs®.** Enclara's Medications Use Guidelines ("MUGs") is a peer reviewed book of symptom based medication management guidelines. Without limiting the foregoing or anything to the contrary contained in this Agreement, Hospice acknowledges that Enclara is the sole owner of all rights, title and interest in and to the Enclara MUGs, including but not limited to all intellectual property contained therein and all existing versions and any versions to be developed in the future in any media. For the avoidance of doubt, the MUGs shall be considered Confidential Information of Enclara under this Agreement. During the term of this Agreement, Enclara grants to Hospice a limited license to use the MUGs solely as necessary and appropriate to assist Hospice in connection with Hospice's provision of patient care in the contracted Locations. Hospice agrees that neither it nor its employees or agents shall (i) copy, sell, loan, assign, sublicense, distribute, resell, rent, lease or otherwise transfer all or any part of the MUGs or any Confidential Information of Enclara related thereto, to any third party; (ii) permit any person to use MUGs other than as expressly provided in the previous sentence; (iii) remove, obscure or alter any copyright notice, restricted rights legend or other notice of proprietary rights that appears or is contained on or in the MUGs; or (iv) otherwise use or copy the MUGs without the express prior written consent of Enclara. Upon the expiration or termination of this Agreement for any reason, Hospice, at its expense, shall promptly return to Enclara all copies of the MUGs that have previously been provided to Hospice under this Agreement and shall delete all intangible copies of the MUGs which may reside on the systems or devices of Hospice and its employees and representatives.

7. Indemnification; Limitation of Liability.

7.1 Indemnification by Enclara. Enclara shall indemnify, defend, and hold the Hospice Indemnitees harmless from and against any and all Losses to the extent caused by any act or omission of Enclara and/or its agents, contractors, employees, directors, officers or other representatives in connection with a failure by Enclara to provide the Pharmacy Services in accordance with this Agreement, except to the extent such Losses shall have been caused by the negligence or willful misconduct of any Hospice Indemnitee. For purposes of clarity, the parties acknowledge and agree that Enclara is not undertaking any responsibility, liability or indemnification obligation hereunder for the acts or omissions of any contracted PBM or any third-party dispensing pharmacy (whether a retail or institutional) in connection with this Agreement.

7.2 Indemnification by Hospice. Hospice shall indemnify, defend, and hold the Enclara Indemnitees harmless from and against any and all Losses related to any act or omission of Hospice and/or its affiliated medical professionals, agents, contractors, employees, directors, officers or other representatives arising out of or in connection with the operation of Hospice, except to the extent such Losses shall have been caused by the negligence or willful misconduct of any Enclara Indemnitee.

7.3 Procedures. If any legal action or proceeding governed by this Section is commenced against an Indemnitee (defined below), prompt written notice thereof shall be given to the indemnifying party. Failure to give such notice shall not relieve the indemnifying party's obligations hereunder, except to the extent it is materially prejudiced thereby. The indemnifying party shall be entitled, if it so elects, to take control of the defense and investigation of such claim, at its sole expense. The Indemnitee shall cooperate in all reasonable respects with the indemnifying party in the defense of such claim and may, at its own expense, participate in the defense of such claim through attorneys of its choice. No settlement of a claim that involves a remedy other than the payment of money by the indemnifying party shall be entered into by the indemnifying party without the prior written consent of the Indemnitee. If the indemnifying party does not assume control over the defense of a claim subject to indemnification under this Section, then the Indemnitee shall have the right to defend and settle the claim in such manner as it may deem appropriate, at the expense of the indemnifying party. For purposes of this Agreement, "Indemnitee" means a party and its affiliates, respective officers, directors, employees, agents, successors, and assigns, and "Losses" means: (i) amounts actually paid, or due and payable, to third parties by the applicable Indemnitees (including judgments, settlements, awards, liabilities, losses, damages, interest, and civil penalties); (ii) attorneys' fees and court costs reasonably incurred by the applicable Indemnitees, in the case of litigation or arbitration with respect to such third-party claims or demands; and (iii) out-of-pocket expenses reasonably incurred by the applicable Indemnitees in connection with the investigation, defense, litigation, or settlement of the applicable third-party claims or demands.

7.4 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY, BUSINESS ADVANTAGE, EXPECTED SAVINGS, OR DATA) IN CONNECTION WITH CLAIMS AND ACTIONS ARISING UNDER OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS BASED UPON A BREACH OF THIS AGREEMENT OR UPON SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, NOTWITHSTANDING EITHER THE FORM IN WHICH ANY CLAIM OR ACTION IS BROUGHT OR ANY FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ENCLARA'S TOTAL LIABILITY, IF ANY, SHALL NOT EXCEED THE TOTAL FEES (EXCLUDING TAXES) PAID BY HOSPICE UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

8. Miscellaneous.

8.1 Entire Agreement. This Agreement and the Exhibits attached hereto (the terms of each of which are incorporated herein by this reference), constitute the entire understanding and agreement between Enclara and Hospice and supersedes all prior agreements, negotiations, representations, and communications, written and oral, with regard to the subject matter hereof. The terms of this Agreement may only be amended by a written document executed by both Hospice and Enclara.

8.2 Supervening Law. The parties recognize that this Agreement is and shall at all times be subject to applicable federal and state law. If (i) any legislation, regulations, rules or procedures are duly passed, adopted or implemented by any federal, state or local government or legislative body; or (ii) either party to this Agreement shall receive notice of any actual decision, finding, or action (collectively referred to herein as an “Action”) by any governmental, court or other authorized third party; which, if or when implemented, could reasonably be interpreted to have the effect of (a) prohibiting or making unlawful this Agreement and/or the parties’ activities hereunder, or (b) subjecting either party to civil or criminal prosecution, or other adverse proceedings, on the basis of such party’s participation herein, then upon written notice from either party, the parties shall attempt in good faith to amend this Agreement in order to avoid the Action or threatened Action or to comply with the change in law. If the parties hereto, acting in good faith, are unable to amend the applicable provisions of this Agreement within a reasonable period of time (but in no event greater than 15 days) to meet such requirements, then either party shall thereafter have the right to terminate this Agreement immediately upon written notice to the other party.

8.3 No Third Party Beneficiaries. This Agreement is an agreement by and between the parties and neither confers any rights upon any person not a party hereto nor precludes any actions or claims against, or rights of recovery from, any person not a party hereto.

8.4 Relationship of the Parties. The parties are, and shall at all times be, independent contractors with respect to one another and with regard to all performance under this Agreement. Neither party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other party, nor to bind or commit the other party in any manner, except as expressly provided herein. Each party shall have sole responsibility for such party’s employees at any given time, including responsibility for the management, supervision, direction, and control of such employees, the payment of all compensation to them, the provision of employee benefits to them, and for injury to them that occurs in the course of their employment.

8.5 Excused Performance. Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its non-monetary obligations under this Agreement for any period and to the extent that such failure results from any event or circumstance beyond that party’s reasonable control, including acts or omissions of the other party or third parties (including the failure of such parties to provide material information or services needed by Enclara to provide the Pharmacy Services), natural disasters, riots, war, civil disorder, court orders, acts or regulations of governmental bodies or labor disputes, and which it could not have prevented by commercially reasonable precautions or could not have remedied by the exercise of commercially reasonable efforts.

8.6 Survival. The following provisions of this Agreement survive and continue in force and effect in accordance with their respective terms after expiration or termination of this Agreement: Sections 3, 5.2, 5.5, 6, 7 and 8.

8.7 Conflicting Terms; Severability. Unless expressly specified to the contrary, in the event and to the extent of any conflict or inconsistency of the terms and conditions of this Agreement with those of any Exhibit attached hereto, the terms and conditions of this Agreement shall prevail and control. If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction,

such provision shall be deemed severed from this Agreement and replaced by the valid, enforceable provision that most closely approximates the intent of the parties, as expressed herein and all valid and enforceable provisions of this Agreement, so modified, shall continue in full force and effect according to their terms.

8.8 Governing Law; Dispute Resolution. This Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of Delaware without regard to the conflicts of law provisions thereof. Any service of process will be effective against any party if given in accordance with this Agreement. Each Party expressly waives all rights to a jury trial in connection with any dispute arising under this Agreement.

8.9 Counterparts. This Agreement may be executed in duplicate counterparts. Each such counterpart so executed, when delivered, shall be deemed an original document, and both such counterparts together shall constitute one and the same instrument.

8.10 Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however that Enclara may, in its sole discretion upon written notice to Hospice, assign this Agreement, or any of its rights or obligations under it, by contract, operation of law, sale of securities or assets, merger or to an affiliate or subsidiary.

8.11 Waiver. No waiver of any provision of this Agreement or of any rights or obligations of either party hereunder will be effective unless in writing and executed by the party waiving compliance, and any such waiver will be effective only in the specific instance and for the specific purpose stated in such writing. No waiver of any breach of, or default under, any provision of this Agreement shall be deemed a waiver of any other provision, subsequent breach or default of this Agreement.

8.12 Non-Solicitation. During the term of this Agreement and for two (2) years after any termination of this Agreement, Hospice will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee of Enclara to terminate their relationship with Enclara.

8.13 Notices. All notices or other communications to a party that this Agreement requires or permits shall be in writing and addressed to the recipient at its address set forth below or at such other address as may be designated by such party, in accordance herewith:

Notice to
Enclara Pharmacia, Inc.
1601 Cherry Street
Suite 1800
Philadelphia, PA 19102
Attention: Andrew Horowitz, CEO
With a copy to: Legal Department

Notice to Hospice:
P-B Health Home Care and Hospice
2535 St. Paul Street
Baltimore, MD 21218
Attn: `

Any such notice or communication shall be deemed to have been duly given to a party if delivered personally, or transmitted by facsimile to such party (with the original sent by a nationally recognized, overnight express carrier or U.S. registered or certified mail), or sent by nationally recognized, overnight express carrier or U.S. registered or certified mail, return receipt requested, postage prepaid. All notices shall be deemed given when received, in the case of personal delivery or delivery by U.S. mail or overnight carrier, or when sent, in the case of transmission by facsimile with a confirmation, if confirmed by copy sent by overnight carrier or U.S. mail within one (1) day after sending the facsimile.

Each party acknowledges that it has read, understands, and agrees to be bound by the terms of, this Agreement as the complete and exclusive statement of the parties' agreement with regard to the subject matter hereof.

* * * * *

ENCLARA PHARMACIA, INC.
BY:

P-B HEALTH HOME CARE AND HOSPICE
BY:

Name: Scott Baach
Title: CAO
Date:

Name:
Title:
Date:

Exhibit A

Pharmacy Support Services

1. Coverage

After hours pharmacist support is available for urgent clinical consultant needs. Such support will be available via telephone or other technology related tools utilized by Enclara.

2. Dispensing of Hospice Medications to Hospice Patients.

Hospice agrees that any medications dispensed for the benefit of its entire census shall be dispensed by Enclara's mail order distribution pharmacy or by a pharmacy adjudicating claims through Enclara's Rx Card (as defined below) and pharmacy network (collectively, "Rx Card Program"). Under Enclara's pharmacy mail order option, Enclara's pharmacy will dispense hospice medications to Hospice's patients in their place of residence in accordance with the terms set forth in **Exhibit B**.

3. Patients residing at home or in a facility that is not serviced by an institutional pharmacy: For those prescriptions that are not filled directly from Enclara's Mail Order distribution pharmacy, Hospice staff, volunteers and family members may fill hospice approved prescriptions at Enclara's Rx Card Program pharmacies. Further details regarding Enclara's Rx Card Program are provided below.

4. Patients residing in a facility serviced by an institutional pharmacy: The local institutional pharmacy will continue to directly service such patient in accordance with the applicable pharmacy agreement between it and the Hospice and/or facility; as described in further detail below. In rare circumstances where delivery from Enclara's Mail Order distribution pharmacy shall be required, on a case-by-case basis, Enclara will coordinate cost, timing and delivery options with Hospice.

5. ComfortPaks

Subject to applicable law, ComfortPaks are available upon request through Enclara's mail order distribution pharmacy. For a patient residing at home or in a facility that is not serviced by an institutional pharmacy, one (1) ComfortPak is included under the contracted per diem in connection with such patient's hospice admission. Hospice may elect to have Enclara provide ComfortPaks to Hospice's home-based patients, as appropriate for their condition and as specified in **Exhibit B**. Enclara reserves the right to modify the contents of the standard ComfortPak from time to time.

6. Enclara's Rx Card

Enclara's Rx Card allows Hospice and its patients to obtain medications at a local network pharmacy when overnight delivery is not an option. Home-based patients of Hospice will be issued a prescription card that a caregiver or family member can use to fill hospice approved prescriptions at a local Rx Card Program pharmacy. Local fills will be for a days' supply as may be the Enclara standard from time to time but in no event less than a four-day supply. The network pharmacy will process the claims through Enclara's contracted PBM. Notwithstanding the foregoing, Hospice shall be and remain obligated to pay Enclara directly for the provision of all such medications and related Pharmacy Services in accordance with this Agreement. In order to maintain accurate patient and billing records, Hospice shall ensure patients are admitted, and patient information is updated, in a timely manner via Enclara's technology-related tools. Failure by Hospice to utilize Enclara's technology-related tools to update patient status may result in adjudication errors. Hospice assumes sole financial responsibility for mis-adjudicated pharmacy claims that occur as a result of Hospice failure to properly notify Enclara and local pharmacies of patient hospice status. A list of pharmacies participating in the Enclara's Rx Card Program will be made available and reviewed with Hospice during implementation.

Enclara will pre-arrange at least one pharmacy per service area committed to service hospice patients. Upon request, Enclara will establish a courier arrangement that can be initiated by Hospice's staff as needed; extra fees will apply for courier services. Courier services will be initiated only in accordance with an approved workflow between Hospice and Enclara.

Enclara does not direct or exercise any control over the Rx Card Program pharmacies or the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmacy related services at an Rx Card Program pharmacy. Enclara shall have no liability to Hospice or any other person or entity for any act or omission of any Rx Card Program pharmacy or its agents or employees.

7. Long Term Care Pharmacy Services

If Hospice has patients residing in nursing homes or assisted living facilities using institutional pharmacies, the facility's institutional pharmacy will be solely responsible to process and dispense both hospice- and non hospice-related medications. In that regard, Hospice will instruct the applicable institutional pharmacy to bill Enclara (through Enclara's contracted PBM) for those hospice-related medications on Enclara's approved formulary and those non-formulary medications that are dispensed to Hospice's patients. Hospice shall be solely responsible for ensuring that the database of institutional pharmacies and associated contact information is accurate at all times. Subject to the foregoing and the other terms and conditions of this Agreement, Enclara shall be responsible to process and pay (either directly or through its contracted PBM) eligible covered institutional pharmacy related claims (at the applicable rates then in effect between such institutional pharmacy and Enclara's contracted PBM) only to the extent that such claims shall have been properly submitted to Enclara or its contracted PBM within 90 days following the applicable patient's discharge from hospice.

Hospice is solely responsible to monitor the service status of each institutional pharmacy providing services to its patients and to immediately notify Enclara of any change in status, including, but not limited to, termination or replacement by another pharmacy provider or changes to applicable contact information, so that Enclara may update its systems and processes to reflect the correct institutional pharmacy information.

Hospice shall be and remain obligated to pay Enclara directly for the provision of all medications and related Pharmacy Services in accordance with this Agreement. Enclara hereby advises Hospice that Enclara undertakes no obligation to monitor or audit the dispensing or any other activities of the applicable institutional pharmacy provider, and in that regard, Enclara advises Hospice to carefully review Enclara's periodic billing and other reports to ensure that the activity reflected therein correlates with the actual hospice-related medications dispensed to Hospice's patients via the institutional pharmacy during the applicable billing period. If, in connection with a third-party audit or other retrospective review, a third party shall properly seek reimbursement or recovery of amounts previously paid by such party in respect of specific drugs provided to Hospice's patients which were otherwise eligible to be billed to Enclara (through its contracted PBM) pursuant to this Agreement, then as between Hospice and Enclara, (i) Hospice shall, in the first instance, be responsible for the entire amount of such claim up to an amount equal to the product of (1) the positive difference between the average home- and institution-based per diem rates in effect during the period covered by such audit or review, and (2) the aggregate number of institution-based census days billed by Enclara to Hospice during the period covered by such audit or review in respect of the applicable Hospice location(s) included within such audit or review, and (ii) subject to the foregoing provisions of this Paragraph 7, Enclara shall share in the balance, if any, of such reimbursement or recovery obligation with Hospice on a 50-50 basis, provided that Enclara's portion shall in no event exceed ten percent (10%) of the aggregate fees paid by Hospice to Enclara during the period covered by such audit or review in respect of those institution-based census days at the applicable Hospice location(s) covered by such audit or review.

Unless otherwise authorized by Enclara, for each hospice admission in an institutional setting Enclara authorizes a fixed days supply of approved, hospice-eligible medications, such amount as established and communicated from time to time (but in no event less than a 15 day supply) through an institutional pharmacy provider. Enclara shall not be responsible to the Hospice, the facility, or the applicable institutional pharmacy for any failure to comply with the previous sentence and/or for any and all non-formulary and/or non-hospice drugs dispensed, as one or more of such parties shall be responsible to bill and collect from the applicable payor and/or responsible party for any and any such medications.

Hospice Support Services

1. E3 Solution

Enclara offers a mobile technology based medication management solution (“E3”) that allows hospice personnel to engage more with patients and families by streamlining the ordering and fulfillment process. In the event Hospice utilizes E3, then the terms of the E3 Enterprise Agreement, attached hereto as Exhibit D and incorporated herein by reference, shall govern Hospice’s access to and use of E3.

2. Cost-Effective Patient-Specific Medication Program

Enclara’s goal is to establish and maintain the formulary through a comprehensive, experience and evidenced-based medication formulary (as evidenced by the Enclara Pharmacia MUGs®) of cost-effective drugs appropriate for symptoms and conditions commonly treated under a hospice program. Decision of hospice related medications is made by the Hospice Medical Director.

3. Non-Formulary Cost Management Assistance

In an effort to reduce Hospice’s pharmacy costs, Enclara will provide Hospice access to Enclara’s technology-related cost management tool. The tool allows authorized Hospice personnel the ability to review and approve requests for non-formulary medications prior to such requests being processed and dispensed by Enclara.

4. Patient Admission and Ongoing Assessment

Hospice shall admit and discharge patients and request medication refills via the technology-related tools made available by Enclara from time to time. Upon admission of a patient, and at such other time as agreed to by the parties, an Enclara pharmacist will review patient symptoms, current medication and suggested medication for patients who are enrolled in Hospice’s hospice program.

Hospice acknowledges that payment for medications fulfilled by pharmacy sources other than Enclara or the Enclara Rx Card Program are the sole responsibility of Hospice, including all billing issues. It is the Hospice staff’s sole responsibility to confirm via such systems as Enclara makes available from time to time all appropriate and accurate information regarding patient medications, including but not limited to prescription medication, over-the-counter drugs, herbal remedies and other alternative treatments that could or may affect drug therapy (Medication Profile).

5. Reports

Enclara provides a variety of standard patient level and summary reports. These reports are available on-line and provide documentation to support the pharmacy requirements for Medicare’s Conditions of Participation. On-line reports are available 24/7 excluding down time due to system maintenance or causes outside of Enclara’s reasonable control.

6. Business Reviews

With the consent of Hospice, Enclara will conduct a business review with Hospice’s executive and management team at least once per year or as requested by Hospice.

Exhibit B

Contracted Locations (“Locations”): Unless otherwise specified in the Agreement, all sites owned or controlled by Hospice from time to time.

Compensation Amounts

Amount. In exchange for Enclara’s provision of the Pharmacy Support Services, Hospice will pay:

1. **Enclara Home Care:**
A per diem of [REDACTED] per patient day shall be billed to the Hospice from the date of admission to the Hospice to the discharge date, less days the patient is in IPU, LTC or a similar setting where medications are provided by a separate contracted pharmacy (in which case the applicable LTC or IPU billing rates shall apply).
2. **Long Term Care:**
A per diem of [REDACTED] per patient day shall be billed to the Hospice from the date of admission until the discharge date.
3. **Additional terms and conditions regarding per diem pricing:**
 - a. The applicable per diem rate covers the appropriate use of medications, as established by evidence based medicine and manufacturer guidelines, that are included in the applicable MUGs formulary in effect at the time of dispensing, and standard ComfortPaks (for home-based patients only) then in effect. To the extent Enclara provides any products or services not specifically listed herein, such products or services shall be provided at Enclara’s then current rates. Enclara reserves the right to adjust or substitute medications in the formulary and standard ComfortPaks based on changes in manufacturer, market availability or pricing, or recommended applications of the medications based on appropriate end-of-life symptom and condition management. Enclara will provide written notification of any formulary or ComfortPak changes. A minimum of three (3) days will be billed for each patient for whom pharmacy or clinical services are commenced.
 - b. The Home Care per diem rate includes base (e.g., no fuel surcharge) shipping costs for standard overnight delivery by 3:00 pm (5:00 pm in rural areas) for new orders placed by the designated cut-off Monday through Friday. Additional shipping charges shall apply for Saturday delivery. Refills are shipped second day.
 - c. The above Home Care per diem pricing has been offered by Enclara based on an assumed average Enclara’s Rx Card utilization rate of [REDACTED] or less of total prescriptions filled in settings not serviced by an institutional pharmacy; if Hospice utilization of Enclara’s Rx Card services exceeds such threshold, Hospice agrees to undertake efforts to review such utilization and to adopt process changes to bring such utilization in line with such threshold; and notwithstanding the provisions of Section 3 of the Agreement to the contrary, in the event such Enclara’s Rx Card utilization shall, in the aggregate, exceed such threshold during any calendar quarter, Enclara reserves the right, upon thirty (30) days advance written notice, to adjust Hospice’s then applicable Home Care per-diem pricing on a going forward basis for so long as such Enclara’s Rx Card utilization shall exceed such threshold.
 - d. Patients located in assisted living facilities (“ALF”) are billed at the Long Term Care per diem identified above if the ALF uses an institutional pharmacy as its primary dispensing pharmacy, or are billed at the Home Care per diem identified above if medications are

- shipped into the facility by Enclara as the primary dispensing pharmacy. The ALF patient billing rate is determined upon admission.
- e. For medications dispensed that are not included in the MUGs an additional non-formulary charge will be billed at [REDACTED] per prescription for generics and [REDACTED] per prescription for branded, non-MAC generic, and OTC pharmaceuticals. "AWP" means Average Wholesale Price, as in effect from time to time as reported by Enclara's contracted publisher of drug pricing data, such as Medi-Span.
 - f. Except for compounded medications, formulary medications obtained through an Enclara Pharmacia-approved same day pharmacy that are related to the terminal diagnosis (up to such days' supply as may be Enclara's standard from time to time but in no event less than a 4 day supply) are included in the Home Care per diem. Hospice may obtain compounds locally, provided that any and all compounds obtained through local pharmacy at a cost greater than [REDACTED] will be considered non-formulary and will be billed directly to Hospice on a pass through [REDACTED] basis. Compounds obtained locally at a cost less than [REDACTED] may be considered formulary or non-formulary, depending upon the underlying ingredients contained in such compound.
 - g. Hospice is responsible for payment of all dispensed drugs. Drugs dispensed to patients not admitted to hospice are billed at non-MUGs FFS (see paragraph 3(e) above) rates, shipping charged extra.
4. Ancillary Charges: The following represents Enclara's ancillary service charges in effect as of the Effective Date. Enclara's client portal shall contain the applicable charges in effect from time to time:
- a. Floor stock medication provided by Enclara: [REDACTED]
 - b. Pre-filled syringes for certain oral liquid medications: [REDACTED] per prefilled syringe.
 - c. Special Handling (Blister or bubble wrapped medications): [REDACTED]/order as requested in blister packing or other patient-specific unit dose packaging.
 - d. Multi dose gels: [REDACTED] per 10 pack.
 - e. Delivery-related charges: (i) more than two shipments of refills for a patient in a week (Sunday to Saturday): [REDACTED] for each shipment in excess of two; (ii) Saturday delivery: [REDACTED]; (iii) multiple orders in the same day for the same patient: [REDACTED] for each shipment after the first shipment; (iv) split orders (including those resulting from delays in receipt of CII (Schedule II) signatures: [REDACTED] for each shipment after the first shipment; (v) refills shipped next day or on Saturday for Monday delivery: [REDACTED]; (vi) next day priority delivery: [REDACTED]; (vii) signature required: \$3.50 (upon Hospice request or associated with state mandated signature required laws; (viii) Courier delivery of medications from the mail order pharmacy or from a local pharmacy: Enclara will pass through the amount invoiced by the applicable courier plus a treasury management fee in an amount equal to [REDACTED]; (ix) floor stock and flu vaccines (including immunization and other non-patient specific orders): [REDACTED].
 - f. Restocking fee for medications which are not included within the applicable per diem fee (on the extent accepted for return to Enclara in accordance with its policies in effect from time to time): [REDACTED] of the original amount invoiced to Hospice.
 - g. From time to time, Hospice may need to purchase certain ancillary pharmacy items or services at certain local pharmacies within the Enclara pharmacy network. These items and services may include but are not necessarily limited to deliveries, prefilled syringes and other ancillary services. Hospice shall be solely responsible for [REDACTED] percent [REDACTED] of all such ancillary pharmacy items and/or services costs including but not limited to administrative fees in the amount of [REDACTED] per line item. Hospice and Enclara agree that Hospice shall be billed for these services through Enclara; Hospice charges for these services shall appear on Enclara's invoice to Hospice. Failure by Hospice to remit

timely payment shall result in Enclara's ability to terminate this local services invoice process at its sole discretion.

5. Courier and Related Charges for Local Delivery. To the extent the applicable local EPN pharmacy includes free delivery services as part of its network contract pricing with Enclara, then such EPN pharmacy shall not separately bill Hospice for such service, however, in all other circumstances, Hospice shall pay such local delivery charges as may be billed as provided in Section 3(b) of this Exhibit. Unless separately contracted, Enclara undertakes no liability or obligations to make arrangements with any courier for delivery of prescriptions from any local EPN pharmacy to Hospice's patients. However, to the extent Enclara provides all or any such services, Hospice will be solely responsible to initiate, monitor, track and follow-up upon all courier related requests or inquiries directly with the applicable courier company. Hospice shall be solely responsible for any and all fees incurred by or for the benefit of Hospice and its patients under such arrangements. If requested by Hospice, Enclara shall consolidate and pay on behalf of Hospice all of Hospice's courier invoices, and thereafter, submit a consolidated invoice to Hospice for payment directly to Enclara, provided, that Enclara undertakes no responsibility or obligation to audit, review or otherwise monitor any invoice submitted by a courier; and provided, further, that Hospice shall pay Enclara's applicable consolidated courier invoice, plus a treasury management fee in an amount equal to [REDACTED] percent [REDACTED] in accordance with the payment terms of this Agreement. Upon thirty (30) days' advance written notice, Enclara may discontinue the foregoing invoice consolidation and payment service.
6. Implementation Fee. A fee of [REDACTED] will be assessed at time of implementation / onboarding to support pharmacy services transition and shall be payable the month following the implementation of Enclara's services. The implementation services include:
 - a. Data Transfer: The technology team reviews data requirements and constructs a data exchange process to facilitate the data load prior to go live. If no data is available, then a manual process is constructed. Implementation timing is finalized based on the selected data load process.
 - b. Process Design: Hospice operations and Enclara implementation staff will review Hospice's current admissions and ordering procedures, compare them to Enclara's operating procedures and construct a mutually agreed upon process to generate Enclara admissions, new orders and profiled medications for each patient location. This team also designs the emergency medication access process (Neighborhood Connection) and discusses Enclara's communication with facility pharmacies. The admission and pharmacy communication process is documented by Enclara in a User Guide provided to Hospice staff during training.
 - c. Training: Onsite, Web-based self-learning modules and live webinars are available to provide detailed training for Hospice staff related to use of the MUGs® Handbook, processes to follow as defined in the User Guide and use of the On-Line Tools and Reports.
 - d. Post-Implementation: Following implementation, a series of review calls are held to address any service requests or procedure adjustments. Additionally, a call is scheduled between Enclara and the Hospice's finance staff to address billing processes. Service check-ins occur and leadership meetings are scheduled as needed.
7. Inpatient Set-up Fee. A fee of [REDACTED] will be assessed at time of inpatient unit ("IPU") set up and payable during the month following IPU set-up. The inpatient services include:
 - a. Regulatory Assessment:
 - i. Review materials provided by Hospice regarding its current operating practices

- ii. At the request of Hospice, provide general recommendations regarding regulatory and accreditation matters
- b. Medication Process Assessment:
 - i. Critical review of drug procurement, storage, and accountability
 - ii. Outline advantages and disadvantages of various options to give Hospice the choice of a model that best fits its budget and operational needs.
 - iii. Provide recommendations for medication storage options, including: local pharmacy partnerships and lock boxes, regulated stock room, automated dispensing machines, and medication carts.
- c. Policy / Procedure reviews
- d. Medication Clinical Reviews
- e. Medication Cost Analysis

Exhibit C

HIPAA Business Associate Addendum

This Business Associate Addendum (“BAA”), effective as of the Effective Date, governs Enclara Pharmacia, Inc. (and its agents’ and subcontractors’) use and disclosure of Protected Health Information (“PHI”) and implementation of safeguards for the security of Electronic PHI (“EPHI”) disclosed by Hospice to Enclara (collectively, the “Covered Conduct”), and enables both parties to establish their respective compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and its regulations, as amended by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XIII (2009) (“HITECH”) and its implementing regulations (collectively, the “Standards”). Capitalized terms which are not defined herein shall have the meaning ascribed to such term as set forth in the Standards.

1. Permitted Uses and Disclosures of Enclara.

- 1.1 *General Uses and Disclosures.* Enclara agrees not to Use or Disclose PHI except (a) as permitted or required by this BAA or the Agreement(s) or (b) as permitted or required by law.
- 1.2 *Performance of Services.* Enclara may Use or Disclose PHI to (a) perform services under the Agreement(s) or (b) perform its obligations under this BAA.
- 1.3 *Minimum Necessary.* Enclara shall Use, Disclose, or request only the minimum necessary amount of PHI to accomplish the intended purpose of such Use, Disclosure or request.
- 1.4 *Proper Management and Administration.* Enclara may Use or Disclose PHI for the proper management and administration of Enclara or to carry out the legal responsibilities of Enclara in compliance with 45 C.F.R. § 164.504(e)(4)(ii).
- 1.5 *Other Permitted Uses.* Unless otherwise limited herein, Enclara may: (a) perform data aggregation for the health care operations of Hospice; (b) as requested by Hospice or authorized governmental agent, Use, analyze, and Disclose PHI in its possession for the public health activities and purposes set forth at 45 C.F.R. § 164.512(b); and (c) de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and use or disclose (and permit others to use or disclose) de-identified information on a perpetual, unrestricted basis.

2. Duties and Responsibilities of Enclara

- 2.1 *Safeguards.* Enclara shall use appropriate safeguards to prevent the Use or Disclosure of PHI except as provided by this BAA, including appropriate Administrative, Physical, and Technical safeguards to protect the confidentiality, integrity and availability of any EPHI in accordance with the HIPAA Security Regulations.
- 2.2 *Reporting.* Enclara shall report to Hospice without unreasonable delay (i) any improper or unauthorized Use or Disclosure of PHI or (ii) any Security Incident, in each case that compromises Hospice’s PHI or EPHI of which Enclara becomes aware.
- 2.3 *Mitigation.* Enclara shall mitigate, to the extent practicable, any harmful effect that is known to Enclara of a Use or Disclosure of PHI by Enclara in violation of the requirements of this BAA.

2.4 *Agents and Subcontractors.* Enclara shall ensure that any agent or subcontractor to whom it provides PHI received from, or created or received on behalf of Hospice, agrees to, in writing, the same safeguards, restrictions and conditions that are required by the Standards.

2.5 *Access and Availability of PHI for Amendment.* Enclara shall provide access to PHI in a Designated Record Set to Hospice and incorporate any amendments in a PHI in a Designated Record Set that Hospice directs or agrees to in accordance with 45 C.F.R. §§ 164.524 and 164.526, respectively.

2.6 *Audit and Inspection.* Enclara shall make internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary in a time and manner reasonably designated by the Secretary during Enclara normal business hours, for purposes of the Secretary determining Hospice's compliance with HIPAA.

2.7 *Accounting of Disclosures.* Enclara shall document any Disclosures of PHI by Enclara and information related to such Disclosures, as would be required for Hospice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Enclara agrees to provide to Hospice information collected in accordance with this Section within 15 days of a written request by Hospice in connection with an accounting request from an Individual.

2.8 *Breach Notification.* Except as provided in 45 C.F.R. § 164.412, Enclara will give Hospice notice of any Breach of Unsecured PHI without unreasonable delay, but in no case later than 15 business days after discovery of the Breach. The notice will include, to the extent possible, known or available, the information required by 45 C.F.R. § 164.410.

3. **Duties and Responsibilities of Hospice.** Hospice agrees to take all reasonable and appropriate steps to ensure compliance with its role as a Covered Entity.

4. **Indemnification.**

4.1 *Indemnification.* Subject to the Indemnification Procedures in Section 4.2 below, each party (as "Indemnifying Party") agrees to indemnify and hold harmless the other ("Indemnified Party") against any and all (a) incurred damages, liabilities, settlements judgments, costs and expenses resulting from corresponding third party claims and lawsuits that are awarded or adjudged to such third party by a court or arbitration panel or approved in writing by the Indemnifying Party, (b) reasonable and necessary out-of-pocket expenses in connection with notifications required by law, in each case, to the extent arising from the unauthorized use or disclosure of PHI to the extent attributable to either a material breach of this Agreement or to the negligent acts or wrongful omissions by Indemnifying Party.

4.2 *Indemnification Procedures.* Indemnified Party's right to defense and/or indemnification hereunder is conditioned upon the following: prompt notice to Indemnifying Party and demand for payment of any claim for which indemnity and/or defense is sought; control of the selection of counsel, investigation, preparation, defense and settlement thereof by Indemnifying Party; and reasonable cooperation by the Indemnified Party, at Indemnifying Party's request and expense, in the defense of the claim. Indemnified Party shall have the right to participate in the defense of a claim by Indemnifying Party with counsel of the Indemnified Party's choice at the Indemnified Party's expense.

4.3 *Limitation of Liability.* An Indemnified Party's sole and exclusive remedy and Indemnifying Party's sole liability for any breach of this BAA or negligent acts or wrongful omissions by Indemnifying Party are the remedies set forth in this Section. Excluding Indemnifying Party's indemnification obligation in Section 4.1, in no event shall either party be liable to the other under any contract, negligence, strict liability or other legal or equitable theory for any special, incidental, consequential, exemplary, punitive, or other indirect damages of any character, including, but not limited to, loss of revenue or profits or lost business, even if the party has been advised of the possibility of such damages.

5. Termination

5.1 *Termination for Cause.* Upon either Party's knowledge of a material breach of this BAA by the other Party, the non-breaching Party (i) may provide written notice of the existence of such material breach and, if it desires to preserve the right to terminate this BAA for such material breach, specify in such breach notice a reasonable time frame of at least 60 days for the breaching Party to cure the breach, (ii) if such time frame is so specified, may immediately terminate this BAA upon further written notice if the breaching Party does not cure the breach or end the violation within such time frame; or (iii) immediately terminate this BAA upon written notice if the breaching Party has breached a material term of this BAA and the Parties agree in writing that a cure is not possible.

5.2 *Effect of Termination.* Upon termination of this BAA, for any reason, Enclara shall return or destroy all PHI received from or created or received on behalf of Hospice, or otherwise in Enclara (or its subcontractors' or agents') possession, if feasible. Enclara and its subcontractors and agents shall retain no copies of the PHI, except to the extent that Enclara determines that retaining a copy of such PHI is necessary or appropriate in connection with the operation of its business and/or to comply with applicable legal requirements. In the event that Enclara determines that returning or destroying the PHI is infeasible (including a determination that the retention of such PHI is necessary or appropriate in connection with the operation of its business and/or to comply with applicable legal requirements), Enclara shall extend the protections of this BAA to and limit any further Uses and Disclosures of such PHI to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

6.1 *Regulatory References.* A reference in this BAA to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

6.2 *Amendment.* This BAA may only be modified, or any rights under it waived, by a written agreement executed by both parties. The parties shall negotiate in good faith as is reasonably necessary to amend this BAA from time to time so that each party agrees to comply with the requirements of HIPAA and the HIPAA Regulations, the Breach Notification Rules, and HITECH and any current or future regulations promulgated thereunder that are binding on such party under such regulations.

6.3 *Interpretation.* Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the parties to comply with HIPAA and the HIPAA Regulations.

- 6.4 *No Third Party Beneficiaries.* Nothing express or implied in this BAA is intended or shall be deemed to confer upon any person other than Hospice and Enclara, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 6.5 *Nature of Agreement.* Nothing in this BAA shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, or (ii) a relationship of employer and employee between the Parties. Enclara is an independent contractor, not an agent, to Hospice and nothing contained in this BAA shall be intended to expand the scope or nature of the relationship.
- 6.6 *Entire Agreement.* This BAA, together with the Agreement(s), sets forth the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all other discussions, representations, agreements, and understandings of every kind or nature, whether oral or written, with respect to such matters, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. Neither Party will be bound by any representation, warranty, covenant, term or condition related to such subject matter other than as expressly set forth herein and in the Agreement(s). Notwithstanding anything else, (a) this BAA sets forth all of Enclara's obligations for the Covered Conduct and no Enclara obligations set forth elsewhere in the Agreement(s) apply to any Covered Conduct, and (b) in the event of any conflict between the terms of this BAA and the terms of any Agreement(s) or any other discussions, representations, agreements, and understandings between the Parties, the terms of this BAA shall control. Subject to the foregoing, this BAA is hereby made a part of and incorporated into each of the Agreement(s) and is subject to the applicable Agreement(s) provisions that are consistent herewith.

Exhibit D

E3 Enterprise Agreement

This E3 ENTERPRISE AGREEMENT (this “E3 Agreement”) is made as of the Effective Date specified in the Pharmacy Services Agreement, between **Enclara Pharmacia, Inc.** (“Enclara”) and the Client identified in the Pharmacy Services Agreement (“Client”). If this E3 Agreement is not executed in connection with the contemporaneous execution of the Pharmacy Services Agreement, then the Effective Date shall mean the latest signature date below. Enclara and Client may also be referred to hereunder as a “Party” or collectively as “Parties”.

1. Definitions.

1.1. “E3 Solution” means the Enclara proprietary application (including any and all enhancements, modifications, and updates) as identified in the Product and Service Schedule, as well as any online tools Enclara may make available to Client to access Enclara’s pharmacy and related systems.

1.2. “Maintenance and Hosting Services” means any maintenance, hosting and support provided by Enclara with respect to the E3 Solution and/or Third Party App identified in the Product and Service Schedule as applicable and as further described in this E3 Agreement.

1.3. “Pharmacy Services Agreement” means the agreement between Enclara and Client pursuant to which Client has engaged Enclara to perform certain pharmacy and related services pursuant to the terms and conditions set forth therein.

1.4. “Product and Service Schedule” means the schedule initially attached hereto and/or subsequently executed by the Parties in furtherance of this E3 Agreement, which identifies the elements of the products to be provided and/or the Services to be performed under this E3 Agreement.

1.5. “Services” means those services specifically identified in the Product and Service Schedule to be performed, which may include Subscription Services, Maintenance and Hosting Services or other services specified therein.

1.6. “Subscription Service” means any Service that is provided to Client on a subscription basis as further described in the Product and Service Schedule.

1.7. “Support Manual” means the documentation that Enclara makes generally available to its customers regarding the manner and means by which such

customers’ may access and receive Services in connection with this E3 Agreement.

1.8. “Third Party App” means the proprietary application software owned by Third Party Vendors to be supplied by Enclara as identified in the Product and Service Schedule or as embedded into the E3 Solution. If applicable, separate terms and conditions applicable to each Third Party App will be provided in connection with the delivery of each such app.

1.9. “Third Party Vendors” mean all third parties whose Third Party App is licensed to Client or whose Services are provided to Client hereunder, as applicable.

2. E3 Solution; License.

2.1. License. Subject to the other provisions herein, Client has a limited, personal, non-exclusive, non-sublicensable, non-transferable license solely during the term of this E3 Agreement to use, and permit Authorized Users to use the E3 Solution and the Third Party App, each as expressly specified as being licensed by Client in the Product and Service Schedule, and the associated Enclara then-designated user documentation (“Documentation”) (collectively, the “Licensed Materials”), but only (a) in accordance with the Documentation and (b) for Client’s own internal business purposes. Client shall ensure that each Authorized User is made aware of and fully complies with the license and other provisions of this E3 Agreement to the fullest extent it applies to Client and/or Authorized Users. The Licensed Materials are licensed, not sold, to Client. “Authorized Users” means Client authorized persons in supporting or facilitating Client’s business of providing hospice care. All Authorized Users must download and install the E3 Solution from the applicable “app store” (or via such other electronic means which may be made available by Enclara from time to time) and agree to the applicable use, restrictions and permissions associated with the installation and use of the E3 Solution as provided at the time of installation.

2.2. Authorized Users. Client will be responsible for the assignment and maintenance of usage privileges for Authorized Users. Such assignment shall be in conformity with applicable laws and regulations, including but not limited to those related to proper licensure of users, as amended from time to time. Client shall promptly notify Enclara, pursuant to a mutually agreed upon electronic process, of changes (including termination) in the authorization status of any Authorized User since Enclara is not responsible for monitoring Authorized Users' usage of, or access to, the Licensed Materials. Enclara will promptly deactivate any Authorized User upon receipt of a conforming notice from Client, however, Client acknowledges and agrees that until such time that Enclara receives proper notification from Client, such user will continue to have access to the Licensed Materials and any PHI made available in connection therewith.

2.3. Title/Intellectual Property. The Licensed Materials, and all copies thereof, contain valuable intellectual property rights and are proprietary to Enclara or the applicable Third Party Vendor, as the case may be, and title thereto remains with Enclara or such Third Party Vendor, as the case may be. Client does not acquire any rights, express or implied, in the Licensed Materials or programs developed by Enclara for Client other than those specified in this E3 Agreement. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Materials or any programs developed at Client's request are and shall remain with Enclara or the respective Third Party Vendor. The rights granted by Enclara to Client hereunder do not include the right to develop derivative works to the Licensed Materials.

2.4. Limitations. Client shall not, nor cause or permit any third party to, under any circumstances, (a) distribute, rent, sell, lease, or grant a sublicense or otherwise display, disclose, transfer or make available the Licensed Materials to any third party without the prior written consent of Enclara; (b) modify, change, create derivative works from, reverse assemble, reverse compile or reverse engineer the Licensed Materials or otherwise attempt to discover any E3 Solution or Third Party App source code or underlying Confidential Information; (c) remove, efface or obscure any copyright notices, logos or other proprietary notices or legends (whether Enclara's or its licensors) from any Licensed Materials; or (d) copy the Licensed Materials in any form, without the express written consent of Enclara. Client shall not use any Third Party App except as part of the E3 Solution.

2.5. E3 Solution Use and Installation. Client shall use the E3 Solution in accordance with the Documentation and shall promptly install all updates and enhancements of the E3 Solution upon release of same by Enclara.

2.6. Security; Client Environment. Client shall be solely responsible to secure and protect, and to ensure that the Authorized Users secure and protect, all Client- and Authorized User-owned devices upon which the E3 Solution and Third Party App may be installed. Enclara hereby advises Client that Enclara undertakes no responsibility or liability to secure or protect any such devices. In addition, Client is solely responsible for procuring, implementing, and maintaining all hardware, software, services (including, without limitation, all Internet access services and other telecommunication services), equipment, technology, data, operating platforms, facilities, systems and tools required or used in connection with Client's integration, interfacing to and from, use and support of any Licensed Materials (collectively, "Client Platform Products"). Client will be solely responsible for training its Authorized Users in the use of the Client Platform Products, as well as any and all mobile phones and other computing equipment used to access the Licensed Materials.

3. Third Party App.

3.1. Additional Terms. Client acknowledges that its use of any Third Party App may be subject to additional licensing terms from the applicable Third Party Vendor, and that Client is authorized to use the Third Party App subject to the terms of this E3 Agreement and such additional licensing terms as may be provided from time to time. In the event of conflict between the terms of this E3 Agreement and any additional licensing terms provided by the applicable Third Party Vendor, such additional licensing terms shall prevail for the applicable Third Party App.

4. Services Generally.

4.1. Scheduling. Enclara agrees to perform and Client agrees to accept the Services, if applicable, subject to the terms of this E3 Agreement. Services will be provided to Client pursuant to the Product and Service Schedule.

4.2. Training/Implementation Plan. Client will participate fully in the E3 Solution implementation and training process, including attending any scheduled training sessions, and complying with other Enclara instructions regarding the implementation. Enclara will

not be responsible or liable for any issues resulting from Client's failure to comply with plan for implementation.

4.3. Client Liaisons. Client shall designate at least one but not more than two (2) persons (the "Client Liaison(s)") within its organization to become experienced in the use of the E3 Solution, Third Party App and Client's mobile computing devices. Client shall advise Enclara in writing of the Client Liaisons, and shall notify and provide Enclara with timely notice of any change of the Client Liaisons. The Client Liaisons shall be responsible for assisting other Authorized Users with technical aspects of the E3 Solution, Third Party App and other Licensed Materials, and for responding in the first instance and attempting to resolve questions and problems related to the operation and use of the E3 Solution, Third Party App and other Licensed Materials by Authorized Users. Absent emergency circumstances, only Client Liaisons may request support and error corrections from Enclara and Client acknowledges that Enclara will direct all of its communications from other Authorized Users concerning same to the Client Liaisons. Enclara reserves the right, upon providing written notice to Client to charge Client the Liaison Fee in effect from time to time (fee as of the Effective Date is set forth in Schedule A) in the event of any failure by Client to appoint or maintain Client Liaisons and/or any failure of the Client Liaisons to perform the foregoing responsibilities in any material respect.

4.4. Client Responsibilities. Client shall test and implement and, thereafter, maintain the Client Platform Products necessary to operate the E3 Solution and Third Party App in accordance with Enclara's applicable system environment specifications as in effect from time to time. Without limiting the foregoing, Client shall be responsible for the following: all networking design and administration relating to the set-up and support of the Client's data, network and underlying systems. It is Client's sole responsibility to ensure that the backup mechanisms employed to restore its data in the event of loss are sufficient and appropriate for Client's needs.

4.5. Interface(s). Client is responsible for complying with connectivity requirements between the Licensed Materials and Client Platform Products ("Interfaces"). Client understands and agrees that properly functioning Interfaces are a prerequisite for use of the E3 Solution and further, that connectivity requirements may change over time. Unless otherwise described in the Product and Service Schedule, it shall be Client's sole responsibility and expense to obtain from Client's software vendor(s), test, implement, and maintain all such Interfaces.

5. Subscription Services.

5.1. Subscription Services Term. The initial term of any Subscription Service (such as e-prescribing and/or medication history services) shall be set forth in the applicable Product and Service Schedule and, unless otherwise set forth therein, shall auto-renew at Enclara's then-current pricing for additional, successive one (1) year terms unless Client provides Enclara with written notice of non-renewal at least ninety (90) days prior to the end of the applicable term. Further, any such Subscription Service may be subject to additional terms and conditions from the Third Party Vendor of such service.

5.2. Termination. Client may terminate Subscription Services at any time prior to the end of the applicable term; however, upon such termination, Client shall be required to pay Enclara an amount equal to the remaining payments due under the then-current term of such Subscription Services.

6. Maintenance and Hosting Services.

6.1. Maintenance and Hosting Services. Enclara will provide those maintenance and hosting services to the extent specified in the then current version of the Support Manual ("Maintenance and Hosting Services"). Enclara shall have the right to update the Support Manual from time to time.

6.2. Error Fixes. If Enclara reasonably determines that a problem for which Maintenance and Hosting Services are requested was not caused by a failure of the Licensed Materials to conform to the express warranties hereunder, then Client agrees to pay Enclara' standard consulting rates for services performed in connection therewith.

6.3. Exclusions. Enclara shall not be responsible for correcting any issues not attributable to a breach by Enclara. Without limiting the foregoing, Enclara is not required to provide any Maintenance and Hosting Services relating to problems arising out of Client Platform Products; also excluded from Maintenance and Hosting Services are: changes to the Client Platform Products which adversely affect the E3 Solution; any alterations of or additions to the E3 Solution by anyone other than Enclara or at the direction of Enclara; use of the E3 Solution in a manner for which it was not designed; accident, negligence, or misuse of the E3 Solution other than by Enclara; operation of the E3

Solution other than in accordance with applicable Documentation; interconnection of the E3 Solution with other software products not supplied or recommended by Enclara; and use of the E3 Solution on equipment other than the equipment specified by Enclara.

6.4. Updates/Enhancements. Enclara shall make available to Client E3 Solution enhancements and updates which are made generally available by Enclara to its client base. Enclara provides no representations, warranties or promises regarding the frequency, timing, features or functionality of enhancements or updates. Enhancements and releases may require changes to Client Platform Products, which Client must implement in a timely fashion and at Client's expense. Documentation is subject to change, from time to time, by Enclara and Enclara shall make such changes available to Client as and when they are made generally available to Enclara's client base.

6.5. Included in E3 Solution. All updates and enhancements of the E3 Solution provided to Client shall be considered part of the E3 Solution and shall be subject to the license terms related to the E3 Solution.

7. Price and Payment.

7.1. Payment Terms. Enclara shall invoice Client, and Client will pay to Enclara for the amounts set forth in the Product and Service Schedule(s) or other mutually agreed upon document. Invoices for undisputed fees are due and payable when received. Undisputed invoices not paid within thirty (30) days of Client's receipt of invoice shall be subject to a late charge of one and one-half percent (1 1/2%) per month, or the maximum lawful rate, whichever is lower. Client is solely responsible for payment of any federal, state or local excise, sales, use or similar taxes assessed with respect to the products and services licensed or sold hereunder. All amounts not paid in full when due may be sent by Enclara to an attorney or a collection agency. Client shall be responsible for paying all costs of collection, including, but not limited to reasonable attorneys' fees and, where lawful, collection agency fees

7.2. Discounts. The dollar value of the discounts provided hereunder, if any, as well as any other items and services not paid for by Client and received by Client hereunder, should be considered "discounts and other reductions in price" under Section 1128B (b) (3) (A) of the Social Security Act (42 U.S.C. § 1320-a-7b (b) (3) (A)), as amended. It is the intent of the parties to comply with the Anti-Kickback Statute Discount Safe

Harbor (42 C.F.R. § 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and/or passed on to Federal and State health care programs, such as Medicare and Medicaid. Client shall be solely responsible for determining whether the savings, rebates or discounts it receives under this E3 Agreement must be reported or passed on to the government or payers and for complying with such obligations.

7.3. Hold. In the event Client's account is in arrears for more than thirty (30) days, Enclara shall be entitled to immediately place Client on "support hold". No Services (including, without limitation, Subscription Services and Maintenance and Hosting Services) will be provided while Client is on support hold, although fees for such Services shall continue to accrue.

8. Warranties.

8.1. E3 Solution Warranty. Enclara represents and warrants that the E3 Solution, as implemented in accordance with this E3 Agreement, will function substantially in accordance with the applicable Documentation. Enclara's sole obligation, and Client's exclusive remedy, for any breach of the foregoing, shall be for Enclara to provide to Client, as promptly as reasonably practicable, modifications or workarounds that eliminate the material adverse effects of, or otherwise correct any failure of, the E3 Solution to function substantially in accordance with the applicable Documentation.

8.2. Service Warranty. Enclara represents and warrants that all Services provided by Enclara hereunder will be performed in a professional, workmanlike manner. Client must notify Enclara within thirty (30) days of performance of the applicable Services if Client is not satisfied with the performance of such Services. If Enclara determines that such Services were not performed in conformance with such warranty, then, at Enclara's sole option, Enclara will either arrange for re-performance of the services to the warranted level at no additional charge or refund the fees paid for such Services. Enclara disclaims any representation or warranty with respect to Services provided by Third Party Vendors.

8.3. Exclusive Warranties. NOTWITHSTANDING ANYTHING ELSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUBJECT ONLY TO SECTIONS 8.1, 8.2 AND 9.1, ALL LICENSED MATERIALS ARE PROVIDED "AS IS",

AND ENCLARA EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION: (A) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ENCLARA KNOWS, HAS REASON TO KNOW, OR HAS BEEN ADVISED OF ANY SUCH PURPOSE); (B) ANY WARRANTY REGARDING RESULTS OBTAINABLE OR TO BE OBTAINED BY CLIENT AS A RESULT OF PROVISION OR USE OF THE LICENSED MATERIALS OR OTHER MATERIALS PROVIDED HEREUNDER; AND (C) ANY WARRANTY OF UNINTERRUPTED, TIMELY, OR ERROR-FREE OPERATION OF ANY LICENSED MATERIALS OR PROVISION OF SERVICES.

9. Indemnity.

9.1. Infringement Indemnity. Enclara shall indemnify, defend, and hold harmless Client from and against Claims and Client Losses, in each case, to the extent they are based on allegations that Client's use of the E3 Solution, as expressly authorized herein only, during the term of this E3 Agreement, infringes any third party copyright or U.S. patent or misappropriates any third party trade secret. However, the foregoing obligations of Enclara set forth in this Section (the "Enclara IP Obligations") do not apply (A) if Client admits any related third party allegation without the express prior written consent of Enclara, or (B) to any Claim or Loss to the extent it results from or arises out of (in whole or in part) (i) the existence, disclosure, or other use of any Client Confidential Information (other than any Enclara disclosure or use that is in violation of this E3 Agreement), (ii) the existence, disclosure, or other use of any Client Platform Products, (iii) the use of the E3 Solution in combination with any Client Platform Products or any technology, hardware, software, information, processes, and/or other property not provided by Enclara hereunder; and/or (iv) Client's continued use of the E3 Solution after Enclara has provided an IP Remedy (collectively, "Excluded Items"); and Client shall indemnify, defend, and hold harmless Enclara from and against any and all Claims and Client and Enclara Losses deemed not applicable to the Enclara IP Obligations pursuant to this sentence. "Claims" means third party claims and lawsuits; and "Losses" means the subject party's incurred damages, liabilities, settlements, judgments, costs and expenses resulting from corresponding Claims that are awarded or

adjudged by a court or arbitration panel with competent jurisdiction or approved in writing by the other party. If the E3 Solution is or is believed by Enclara to infringe or misappropriate any third party intellectual property rights, then Enclara, may, at its sole option and expense (each of the following, an "IP Remedy"): (a) procure for Client the right to continue using the E3 Solution on substantially similar terms to those contained herein; (b) modify the E3 Solution so that it becomes non-infringing and maintains substantially the same functionality; (c) replace such E3 Solution with non-infringing software that has substantially the same functionality; or (d) terminate this E3 Agreement and refund to Client a pro-rata portion of the associated license fees, if any, that have been paid by Client and are attributable to the unexpired license term, subject to any off-set for amounts then-owed and payable to Enclara hereunder, and provided Client ceases all further use of the E3 Solution

10. Liability.

10.1. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO THE LICENSED MATERIALS, SERVICES AND/OR ANY OTHER SUBJECT MATTER OF THIS E3 AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (I) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS OR LOST BUSINESS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY AMOUNTS IN EXCESS OF, IN THE AGGREGATE, FOR ALL CLAIMS IN CONNECTION HERewith, THE APPLICABLE FEES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT, ACTION, OR OMISSION GIVING RISE TO SUCH PARTY'S LIABILITY FOR WHICH ANY DAMAGES ARE PAID OR HELD RECOVERABLE HEREUNDER; OR (III) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OF ANY KIND. "APPLICABLE FEES" MEANS THE FEES PAID BY CLIENT TO ENCLARA HEREUNDER FOR THE LICENSED MATERIALS THAT IS/ARE THE SUBJECT OF ANY CLAIMS FOR WHICH ANY DAMAGES ARE PAID OR HELD RECOVERABLE HEREUNDER. ALL OF

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

10.2. Information Tool Only. CLIENT UNDERSTANDS AND AGREES THAT ENCLARA IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE E3 SOLUTION (AND ANY THIRD PARTY APP) IS AN INFORMATION TOOL ONLY AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. ANY CONTENT AVAILABLE VIA THE E3 SOLUTION OR THIRD PARTY APP IS NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. ENCLARA DOES NOT GIVE MEDICAL ADVICE NOR DOES IT PROVIDE MEDICAL OR DIAGNOSIS SERVICES. CLIENT ACKNOWLEDGES THAT IT SHALL HAVE FULL AND SOLE RESPONSIBILITY FOR THE CARE AND WELL BEING OF ITS PATIENTS, AND ANY RELIANCE BY CLIENT UPON THE E3 SOLUTION (OR ANY THIRD PARTY APP) SHALL NOT DIMINISH OR ALTER SUCH RESPONSIBILITY.

11. Term; Termination.

11.1. Term. Subject to the provisions of this Section 11, the initial term of this E3 Agreement shall commence on the Effective Date and continue until December 31, 2018; following the conclusion of the initial term, the term shall continue on a month-to-month basis thereafter until terminated by either Party on thirty (30) days' advance written notice.

11.2. Termination for Breach. Notwithstanding Section 11.1, either Party may terminate this E3 Agreement upon written notice if the other materially breaches this E3 Agreement and fails to cure such breach within thirty (30) days following written notice specifying the breach. Notwithstanding the foregoing, Enclara may terminate this E3 Agreement immediately by giving written notice to Client in the case of a breach of Client's obligations under Sections 2 and/or 7 and declare any unpaid amounts owed hereunder immediately due and payable.

11.3. Effect of Termination. The termination of this E3 Agreement or any license granted hereunder shall not limit either Party from seeking other remedies available to it, including injunctive relief, nor shall any such termination relieve Client's obligation to pay all fees that

are owed under this E3 Agreement including under any Product and Service Schedule. Upon expiration or termination of this E3 Agreement, (a) Client shall cease using the E3 Solution, Interfaces and Third Party Apps and (b) Enclara shall cease providing and Client shall cease using any Services. Sections 2.3, 2.4, 7, 8.3, 9, 10, 11 and 12 shall survive termination or expiration of this E3 Agreement.

12. General.

12.1. Entire Agreement. Each Party acknowledges that it has read this E3 Agreement, understands it, and agrees to be bound by its terms. This E3 Agreement, along with the respective Product and Service Schedule(s), and to the extent applicable, its related Schedules and exhibits, is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and shall supersede all prior proposals, understandings and all other agreements, oral and written between the Parties and their predecessors in interest. This E3 Agreement may not be modified or altered except by a written instrument duly executed by both Parties. Any additional schedules shall be attached and incorporated into this E3 Agreement by reference. Client acknowledges and agrees that in entering into this E3 Agreement it has not relied on any representations other than those set forth herein and that Client's decision to license the Licensed Materials and/or purchase Services hereunder is not contingent on the delivery of any future functionality or features or dependent on any oral or written comments made by Enclara regarding future functionality or features.

12.2. Force Majeure. A party shall not be liable for any delays or failure to perform (other than any payment, or confidentiality obligations) as a result of causes beyond the reasonable control of such party and not due to the negligence on the part of the party claiming excuse for delay or failure. The party claiming excuse must promptly notify the other of the event and its expected duration and use its reasonable efforts to mitigate its effects and perform hereunder.

12.3. Relationship between the Parties. Enclara is an independent contractor, and nothing herein shall be deemed to create a partnership, joint venture, employment or similar relationship between Enclara and Client.

12.4.Governing Law/Forum. This E3 Agreement shall be governed, interpreted and construed under the laws of the State of Delaware without regard to its conflict of law principles. The Parties hereto agree that any dispute or litigation arising hereunder shall be instituted in the state and federal courts in Philadelphia, Pennsylvania. Enclara and Client agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

12.5.Severability. If any provision of this E3 Agreement is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired but shall remain in full force and effect and any invalid and unenforceable provisions shall be deemed modified and amended to the extent necessary to render the same valid and enforceable.

12.6.Confidentiality. Each party ("Recipient") will not access or use Confidential Information of the other ("Discloser") for any purposes other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence, except for disclosures expressly authorized hereunder. Recipient may disclose the Discloser's Confidential Information to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section ("Disclosure Protections"), but in no event may Client disclose any Enclara Confidential Information to any competitors of Enclara (or any of its affiliates) or any employees or contractors of any such competitors. The term "Confidential Information" means the provisions of this E3 Agreement (which shall be the Confidential Information of both parties, subject to the following sentence), and any and all information, written or oral, provided or made available by or on behalf of one party or its affiliates, contractors, or vendors to the other party or its affiliates, contractors, or vendors in connection with this E3 Agreement or the parties' relationship hereunder, whether or not designated as confidential, but excludes any PHI (as defined in HIPAA, which is separately addressed in the Business Associate Agreement executed by the parties in connection with the Pharmacy Services Agreement). Information of a third party to whom a party owes a duty of confidentiality will be treated as Confidential Information of that party if it meets the description above. However, (a) Confidential Information does not include information that: was or is

publicly available other than as a result of breach of this E3 Agreement by Recipient; was or is lawfully received by the Recipient free of any obligation of confidentiality; or is independently developed by or on behalf of the Recipient without use of the Discloser's Confidential Information; and (b) Recipient may disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this E3 Agreement; or necessary to comply with any legal or regulatory requirements, provided that the Recipient gives the Discloser prompt notice of the compelled disclosure and cooperates with the Discloser in seeking a protective order or any other protections available to limit the disclosure of the Discloser's Confidential Information.

12.7.Assignment. This E3 Agreement shall be binding upon and inure to the benefit only of the Parties hereto and their respective successors and permitted assigns. Client agrees that Enclara may subcontract its obligations hereunder to a third party or affiliate, but such subcontract will not relieve Enclara of its obligations hereunder. Client may not assign this E3 Agreement or any of its rights, duties or obligations hereunder without the prior written consent of Enclara.

12.8.No Waiver. The waiver or failure of either Party to exercise any right provided for in this E3 Agreement shall not be deemed a waiver of any further right hereunder.

12.9.Notices. Except as otherwise specified herein, all notices, to be valid, must be (a) in writing, (b) delivered in person or sent, postage prepaid, by certified or registered mail, return receipt requested, or by nationally-recognized private express courier, and (c) addressed to both the "Primary" and any "Required Copy" contact person(s) for the receiving party designated in the Pharmacy Services Agreement (or such other address/contact person(s) as such party may specify by written notice to the other provided in accordance with this Section).

12.10. No Third-Party Beneficiaries. There are no third-party beneficiaries to this E3 Agreement.

12.11. Authorization/Counterparts. This E3 Agreement shall become effective upon the signature hereof by an authorized representative of the Client and Enclara. Each party represents and warrants that it has the legal power and authority to enter into this E3 Agreement. The Parties acknowledge and represent that the individuals signing this E3 Agreement below are

fully authorized to do so on their behalf. This E3 Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

12.12. Headings. The Section headings in this E3 Agreement are for convenience purposes only and do not reflect any intent or agreement of the Parties.

Schedule A
Product and Service Schedule

LICENSED MATERIALS:	E3 Solution, including all Documentation
THIRD PARTY APP:	N/A
Subscription Services:	Not Applicable
Consulting Services Rate:	\$200/hour (only chargeable in accordance with Section 6.2)
Liaison Fee:	\$500/monthly (only chargeable in accordance with Section 4.3)

EXHIBIT 10



Martina P. Callum, M.D., LLC
1900 E Northern Parkway Suite 305A

Lena Woody

General Manager of Operations

P-B Health Home Care Agency, Inc.

2585 St. Paul Street

Baltimore, Maryland 21218

August 13, 2018

Dear Mrs. Woody:

I will accept the leadership position as Medical Director for P-B Health Hospice. I understand that this is a contractual position. I am pleased to have been offered this opportunity to provide medical direction to your staff of clinicians and volunteers. I am confident that your program will achieve its goal of excellent patient and family care with dignity and compassion during one of life's most difficult periods.

Sincerely;



Martina P. Callum, M.D.

EXHIBIT 11

iLifeAlliance
PO Box 693
Beltsville, MD 20705

08/21/2018

Lena Woody, General Manager of Operations
P-B Health Home Care Agency/Hospice
2535 Saint Paul Street
Baltimore, MD 21218

Mrs. Woody,

The Pastoral Care Providers of iLifeAlliance agree to join with the staff of P-B Health, on a contractual basis, in providing Spiritual and Pastoral Care to persons receiving Hospice services. Our Spiritual and Pastoral Care Providers will journey with your patients and their families through their current experience. iLife Alliance is a network of support provided to companion individuals through the various aspects and events on the particular journey that is currently being experienced. iLifeAlliance Pastoral Care Providers believe in meeting persons where they are and do so through their Masters prepared staff, some which also pastor congregations in Maryland.

Thank you for the opportunity to companion your patients and families through their time of difficulty.

iLifeAlliance Staff

Brian Wright
Rev. Everett Jefferson
Cleopatra Lytle



August 14, 2018

P-B Health Home Care/Hospice
2535 St. Paul Street
Baltimore, Maryland 21218
Lena Woody
General Manager of Operations

Dear Mrs. Woody,

Please accept this letter of participation for P-B Health Hospice to provide contractual Ministerial/Bereavement Services. We are pleased you contacted us to comfort and guide the hospice patient as well as their family members thru the difficult stages of life when losing a loved one. I am the residing Pastor of Grace Through Faith Worship Center, Bowie, MD, and we feel it is one of our callings to support you in this area of ministry.

We at Grace Through Faith Worship Center look forward to a rewarding relationship.

Sincerely,



Pastor Ted Payton

EXHIBIT 12

P-B HEALTH CHARITY CARE POLICY

PURPOSE

To provide a systematic and equitable mechanism and to define guidelines for accepting charity patients who do not have medical insurance or the ability to pay.

POLICY

It is the intention of P-B Health to make hospice care available to all patients (or their guarantors) regardless of race, creed, gender, age, sexual orientation, national origin or financial status who are uninsured or underinsured, and who qualify for hospice care. If there is no medical insurance for reimbursement, the patient (or the patient's guarantor) is responsible for payment. However, cases arise where the patient or guarantor does not have the ability to pay P-B Health for services rendered and may apply for charity care, a fee based on a sliding fee scale, or time payments.

P-B Health will make a determination of probable eligibility for medical assistance, charity care, and/or reduced fees and communicate that determination to the patient within two business days following the patient's initial request for charity care services, application for Medical Assistance or both.

Printed public notification regarding the P-B Health charity care and sliding fee scale policies will be made annually in newspapers in P-B Health's service area in both English and Spanish, and published in community association newsletters, church bulletins, community college publications and other venues that reach residents of the service area. It will also be included in every published brochure regarding P-B Health's Hospice provided to patients. The notification will also be posted in the P-B Health business offices and website. P-B Health will monitor the amount of charity care it provides on an ongoing basis. P-B Health is committed to meeting at least the most recent percentage of charity care days to total patient days by hospices in Prince George's County provided by the Maryland Health Care Commission. Over the three-year period 2014-2016, hospices operating in Prince George's County provided an average percentage of 2.1% charity care days (of total patient days).

P-B Health will supply the patient and the patient's family with the P-B Health charity care policy and review the arrangements for payment and/or the provision of charity care for services.

Prior to the provision of hospice services, P-B Health shall address any financial concerns of patients and patient families and provide individual notice regarding the hospice's charity care policy to the patient and family.

Probable Eligibility Determination Process

1. Either from the referral source or during the first meeting with the patient or the patient's family (whichever comes first), P-B Health will discuss the family size, insurance status, and income of the patient, which will be used to make a determination of probable eligibility for Medical Assistance, charity care and/or reduced fees.
 - a. If the patient has applied for Medical Assistance, P-B Health will consider the patient to be insured by Medical Assistance, unless a denial is issued.
 - b. If the patient (1) does not have insurance, (2) is not eligible for Medical Assistance, and (3) does not have the resources to pay based on the information obtained from the referral source or patient, the patient will be deemed probably eligible for charity care and/or reduced fees.

2. Within two business days following a client's initial request for charity care services, application for Medical Assistance, or both, P-B Health shall make a determination of probable eligibility for Medical Assistance, charity care, and/or reduced fees, and communicate this probable eligibility determination to the client within that timeframe.

Final Eligibility Determination Process

1. The patient's charity eligibility must be determined by P-B Health, not by the patient or referral source. The patient's signed declaration of his or her inability to pay his or her medical bills cannot be considered final proof of indigence.
2. If the patient already filed for Community Medical Assistance while in the hospital and has completed the charity care process, P-B Health will accept the patient as Medical Assistance pending. P-B Health will track the patient's progress in obtaining Medical Assistance. No P-B Health charity form will be required.
3. P-B Health will take into account the patient's total resources which can include, but are not limited to, an analysis of disposable income and current expenses.
4. P-B Health must determine that no source other than the patient would be legally responsible for the patient's medical bill (guarantor).
5. Charity Care will be provided according to the Federal Poverty Guidelines as described in this policy (see attached).
6. If the patient does not qualify for Charity Care under the Federal Poverty Guidelines, but has extraordinary expenses, such as high medical bills, Charity Care may be approved. The Director of Finance must approve Charity Care in these cases.
7. If the patient qualifies for Medical Assistance, but has not completed all documentation, the patient will be deemed provisionally eligible for charity and the Social Worker will track and follow up with the patient. The progress of the Medical Assistance application will be communicated to the Reimbursement Department. If it is found that the patient has assets or Medical Assistance has been denied, the Reimbursement Department will proceed with billing for services rendered.
8. If the patient is deemed not eligible for Medical Assistance or charity care because the patient's household income exceeds the charity care threshold, the patient likely will be eligible for a sliding scale fee or a payment schedule. (See Sliding Fees Schedule.)

Ongoing Compliance with P-B Health's Charity Care Commitment

P-B Health will monitor the amount of charity care it provides at least quarterly. In addition to advertising in the media and posting notices about the availability of charity care, TJSC will annually remind referring entities and P-B Health staff about the availability of charity care.

P-B Health's Administrator will develop a quarterly report that will show the Year-to-Date cumulative number of charity care patients, the percent of total patient days, and their equivalent charges as well, as the cumulative annual total patient days. This report will be a regular item on the agenda of P-B Health's management meetings at least quarterly. Should this report show that P-B Health's charity care days are not consistent with its commitment, P-B Health will take every action possible to meet its commitment, including:

- a. Notifying all referring entities, reminding them of the availability of charity care.
- b. Reminding staff who interact with patients that charity care is available.

CHARITY FINANCIAL HARDSHIP APPLICATION

I have requested Charity Care for services I will receive or have received from P-B Health. I understand that if I do not fill this form out truthfully, this request will automatically be denied. If my request for Charity Care is approved based on incorrect information, I will be responsible for paying for all services provided by P-B Health.

Please describe why charity services should be granted. (to be completed by Medical Social Worker)

Patient Name: _____ DOB: _____ SS# _____
Spouse Name: _____ DOB: _____ SS# _____

MONTHLY INCOME

Monthly Household Income:	Gross	\$ _____	Net	\$ _____
Other Monthly Income:	Gross	\$ _____	Net	\$ _____
Total Monthly Income:	Gross	\$ _____	Net	\$ _____

MONTHLY EXPENSES

Rent/Mortgage:	_____	Cable:	_____
Other Medical Expenses:	_____	Furniture/Appliance Payment:	_____
Medical Insurance:	_____	Clothing Expenses:	_____
Life Insurance:	_____	Educational Expenses:	_____
Car Payment:	_____	Charitable Donations (church, etc):	_____
Car Insurance:	_____	Subscriptions/Magazines:	_____
Groceries:	_____	Other Expenses:	_____
Utilities:	_____	Telephone:	_____
Other Assets:	_____		

Credit Card 1 Name	_____	Balance	_____	Number	_____
Credit Card 2 Name	_____	Balance	_____	Number	_____
Credit Card 3 Name	_____	Balance	_____	Number	_____

(Please use the back of this form if you need additional space to list other expenses)

Total Monthly Expenses: \$ _____

Please attach W2s, tax returns, and returns, recent pay stubs, and/or bank statements, etc.
If you have additional information that may be helpful in our decision, please attach to this form.

Recommendation: _____

MSW Signature: _____ Date: _____

CHARITY CARE AGREEMENT

Patient Name _____

Discharge Date _____

P-B Health will make charity care available to all patients (or their guarantors) regardless of race, creed, gender, age, sexual orientation, national origin or financial status who are uninsured, underinsured, have experienced a catastrophic event and lack adequate resources to pay for services, and will provide the highest quality of medical care possible within the resources available. If there is no medical insurance for reimbursement, the patient (or the patient's guarantor) is responsible for payment. However, cases arise whereby the patient or guarantor does not have the ability to pay P-B Health for services rendered and may apply for charity care, a fee based on a sliding fee scale, or time payments.

Our short-term goal is to provide services to educate you about your health care needs and how best for you to manage those needs in a home setting. If you are unable to manage your treatment plan alone, you will be required to authorize someone to do this on your behalf.

Patient Acknowledgement:

I understand and agree that in order for P-B Health to provide hospice services, I am responsible for:

1. Learning to manage my care independently or authorizing someone to learn on my behalf.
2. Providing accurate financial information (on an on-going basis) to assist in determining my eligibility for community resources and Charity Care. **Should my financial information prove inaccurate, my care will be billed retroactive for all services provided and for future care.**
3. Completing initial application processes for available community resources.
4. Continuing to follow up with community resources in a timely manner.
5. Agreeing to release information on Medical Assistance application to P-B Health.
6. Charity Care will not cover third party liability cases. If litigation is involved, I will be billed retroactively for the services that were provided for free and will be billed for all future services.

I accept responsibility for compliance with the above stated requirements and acknowledge that failure to comply could result in discharge from P-B Health. If I do not comply and P-B Health continues to support my care, this in no way affects the right of P-B Health to discharge me in the event of a subsequent failure on my part to comply with the terms of this agreement.

Date of Authorization

Signature of Patient

Witness/Relationship

Legal Representative if patient is unable to sign/Relationship to Patient

If patient signs by making an "X"

Witness/Relationship

QUALIFICATION SCHEDULE FOR UNCOMPENSATED SERVICES

P-B Health will make available a reasonable amount of health care without charge to persons eligible under its Charity Care guidelines. Uncompensated services are available to patients whose family income does not exceed the limits based on the Federal Income Poverty Guidelines.

Charity care is based on a sliding fee schedule. If your income within the following ranges, you may qualify for uncompensated services.

2018 Poverty Guidelines Sliding Fee Schedule

	% of Guideline Range									
Family Unit Size	100%	125%	150%	175%	200%	225%	250%	275%	300%	400%
1	\$12,140	\$15,175	\$18,210	\$21,245	\$24,280	\$27,315	\$30,350	\$33,385	\$36,420	\$48,560
2	\$16,460	\$20,575	\$24,690	\$28,805	\$32,920	\$37,035	\$41,150	\$45,265	\$49,380	\$65,840
3	\$20,780	\$25,975	\$31,170	\$36,365	\$41,560	\$46,755	\$51,950	\$57,145	\$62,340	\$83,120
4	\$25,100	\$31,375	\$37,650	\$43,925	\$50,200	\$56,475	\$62,750	\$69,025	\$75,300	\$100,400
5	\$29,420	\$36,775	\$44,130	\$51,485	\$58,840	\$66,195	\$73,550	\$80,905	\$88,260	\$117,680
6	\$33,740	\$42,175	\$50,610	\$59,045	\$67,480	\$75,915	\$84,350	\$92,785	\$101,220	\$134,960
7	\$38,060	\$47,575	\$57,090	\$66,605	\$76,120	\$85,635	\$95,150	\$104,665	\$114,180	\$152,240
8	\$42,380	\$52,975	\$63,570	\$74,165	\$84,760	\$95,355	\$105,950	\$116,545	\$127,140	\$169,520
Patient Responsibility	0%	10%	20%	25%	30%	35%	45%	50%	65%	60%

If you feel you may be eligible for uncompensated services and wish to request them, please discuss with P-B Health Pre-Admission Nurse or call P-B Health (410) 235-1060. P-B Health will make a determination of probable eligibility for medical assistance, charity care, and/or reduced fees and communicate that determination to the patient within two business days following the patient's initial request for charity care services, application for Medical Assistance or both. A written determination on the final eligibility application will be made within seven working days after all required information has been provided.

P-B Health will work with you to develop a time payment plan that you can afford during a period of twelve months.

The following notice will be published annually in both English and Spanish in the *Washington Post, Afro-American*, and other newspapers in P-B Health's service area, and published in community association newsletters, church bulletins, community college publications, and other venues that reach residents of the service area. It will also be included in every published brochure regarding P-B Health's Hospice provided to patients. The notification will also be posted in the P-B Health business offices and on its website.

PUBLIC NOTICE OF FINANCIAL ASSISTANCE

P-B Health Hospice ("PBHH") will make available hospice care to all adult patients regardless of race, creed, gender, age, sexual orientation, national origin, or financial statuses that are uninsured, underinsured, or have experienced a catastrophic event and lack adequate resources to pay for services. If there is no medical insurance for reimbursement, the patient (or the patient's guarantor, if any) is responsible for payments. However, if the patient or guarantor does not have the ability to pay PBHH for services, they may apply for charity care, a sliding fee scale, or attain a time payment plan. Probable eligibility will be decided within two business days of the initial request for these services or an application for Medical Assistance ("Medicaid") or both. The amount of assistance will be based on Federal Income Poverty Guidelines. More information and/or an application are available by calling (410) 235-1060.

EXHIBIT 13

**TABLE 2B: STATISTICAL PROJECTIONS – PROPOSED PROJECT
P-B HEALTH'S RESPONSE:**

CY or FY (circle)	Projected years – ending with first year at full utilization			
	2018	2019	2020	2021
Admissions	50	75	133	169
Deaths	40	68	102	151
Non-death discharges	4	6	10	14
Patients served	50	82	120	177
Patient days	3,000	4,920	7,200	10,620
Average length of stay	60	60	60	60
Average daily hospice census	7	12	17	25
Visits by discipline				
Skilled nursing	990	1,624	2,376	3,505
Social work	170	277	408	603
Hospice aides	930	1,525	2,232	3,292
Physicians – paid	102	166	245	362
Physicians – volunteer	-	-	-	-
Chaplain	136	221	327	483
Other clinical	34	56	82	120
Licensed beds				
Number of licensed GIP beds	0	0	0	0
Number of licensed Hospice House beds	0	0	0	0
Occupancy %	0	0	0	0
GIP(inpatient unit)	0	0	0	0
Hospice House	0	0	0	0

EXHIBIT 14

**TABLE 4: REVENUES AND EXPENSES - PROPOSED PROJECT
P-B HEALTH'S RESPONSE:**

(INSTRUCTIONS: Each applicant should complete this table for the proposed project only)

	Projected Years (ending with first full year at full utilization)			
CY or FY (Circle)	2018	2019	2020	2021---
1. Revenue				
a. Inpatient services (Respite)	63,692	103,606	152,860	225,894
b. Hospice House services	0	0	0	0
c. Home care services	578,340	948,478	1,338,016	2,047,324
d. Gross Patient Service Revenue	642,032	1,052,084	1,540,876	2,273,218
e. Allowance for Bad Debt	-8,025	-13,151	-19,261	-28,415
f. Contractual Allowance	-85,390	-139,927	-204,937	-302,338
g. Charity Care	-19,049	-31,215	-45,718	-67,446
h. Net Patient Services Revenue	529,567	867,790	1,270,961	1,875,018
i. Other Operating Revenues (Specify)	0	0	0	0
j. Net Operating Revenue	529,567	867,790	1,270,961	1,875,018
2. Expenses				
a. Salaries, Wages, and Professional Fees, (including fringe benefits)	221,984	361,094	532,762	796,824
b. Contractual Services	53,427	86,908	128,224	143,000
	0	0	0	0
d. Interest on Project Debt	1,500	24,400	36,000	53,200
e. Current Depreciation	0	0	0	0
f. Project Depreciation	0	0	0	0
g. Current Amortization	0	0	0	0
h. Project Amortization	4,500	7,320	10,800	15,960
i. Supplies	45,000	73,800	108,000	159,300
j. Other Expenses (Specify) rent, comm., ins., and taxes	33,750	45,000	67,000	90,000
k. Total Operating Expenses	360,161	598,522	882,786	1,258,284
3. Income				
a. Income from Operation	169,406	269,268	388,175	616,734
b. Non-Operating Income	0	0	0	0
c. Subtotal	169,406	269,268	388,175	616,734
d. Income Taxes	-48,281	-76,741	-110,630	-175,769
e. Net Income (Loss)	121,125	192,527	277,545	440,965
Table 4 Cont.	Projected Years (ending with first full year at full utilization)			
CY or FY (Circle)	2018	2019	2020	2021
4. Patient Mix				
A. As Percent of Total Revenue				
1. Medicare	70%	73%	75%	76%
2. Medicaid	10%	10%	12%	12%
3. Blue Cross	5%	4%	4%	3%
4. Other Commercial Insurance	13%	11%	7%	7%
6. Other (Specify)	2%	2%	2%	2%
7. TOTAL	100%	100%	100%	100%
B. As Percent of Patient Days/Visits/Procedures (as applicable)				
1. Medicare	60%	62%	64%	65%
2. Medicaid	18%	18%	20%	20%

3. Blue Cross	5%	4%	4%	3%
4. Other Commercial Insurance	14%	13%	9%	9%
5. Self-Pay	3%	3%	3%	3%
6. Other (Specify)	0	0	0	0
7. TOTAL	100%	100%	100%	100%

EXHIBIT 15

TABLE 5. MANPOWER INFORMATION (CY 2021)

INSTRUCTIONS: List by service the staffing changes (specifying additions and/or deletions and distinguishing between employee and contractual services) required by this project. FTE data shall be calculated as 2,080 paid hours per year. Indicate the factor to be used in converting paid hours to worked hours.

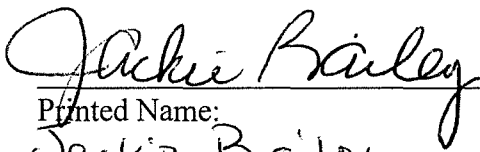
Based on CY 2021 Budget in Table 4

Position Title	Current No. FTEs	Change in FTEs (+/-)	Average Salary	Employee/ Contractual	TOTAL COST
Administration					
Administration	0.2	2.5	45,000	Employees	121,500
Direct Care					
Nursing	0	4	60,000	Employees	240,000
Social work/services	0	1.2	50,000	Employees	60,000
Hospice aides	0	4	30,000	Employees	120,000
Physicians-paid	0	0.2	300,000	Contractual	60,000
Physicians-volunteer	0	0	0	Contractual	
Chaplains	0	0.3	45,000	Contractual	13,500
Bereavement staff	0	1.2	45,000	Employees	54,000
Other clinical	0	1.1	110,000/75,000	Both E/C	88,000/22,500
Support					
Other support	0	0.25	188,000	Contractual	47,000
				Benefits*	113,324
				TOTAL	939,824

EXHIBIT 16

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this document and attachments are true and correct to the best of my knowledge, information and belief.



Printed Name:

Jackie Bailey

Title:

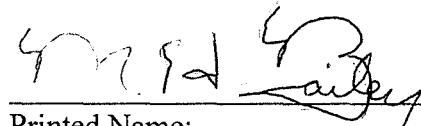
CEO

Date

8/22/2018

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this document and attachments are true and correct to the best of my knowledge, information and belief.

_____

Printed Name:

MATTHEW H. BAILEY

Title:

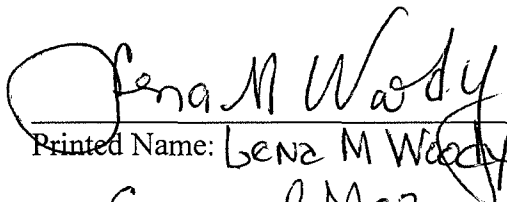
CEO

Date

8-22-2018

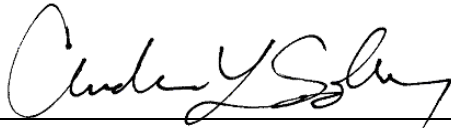
AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this document and attachments are true and correct to the best of my knowledge, information and belief.


Printed Name: Lena M Waddy
Title: General Mgr. Date 8/22/18

AFFIRMATION

I hereby declare and affirm under the penalties of perjury that the facts stated in this document and attachments are true and correct to the best of my knowledge, information and belief.

A handwritten signature in black ink, appearing to read "Andrew L. Solberg", written over a horizontal line.

Printed Name: Andrew L. Solberg

Title: A.L.S. Healthcare Consultant Services

Date: 8/22/18