



# COASTAL HEALTH & WELLNESS

## GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

### AGENDA

Wednesday, December 10, 2025 12:30 PM

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERICK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE GOVERNING BOARD. ANY BOARD MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

### ***PROCEED TO BOTTOM OF THIS DOCUMENT FOR APPEARANCE & EXECUTIVE SESSION GUIDELINES***

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation in order to participate in this proceeding should, within two (2) days prior to the proceeding, request necessary accommodations by contacting CHW’s Executive Assistant at 409-949-3406, or via email at [trollins@gchd.org](mailto:trollins@gchd.org)

ANY MEMBERS NEEDING TO BE REACHED DURING THE MEETING MAY BE CONTACTED AT 409-938-2288

### REGULARLY SCHEDULED MEETING

#### Meeting Called to Order Pledge of Allegiance

- Item #1.....Comments from the Public
- \*Item #2**ACTION**.....Excused Absence(s)
- \*Item #3**ACTION**.....Consider for Approval Minutes from October 23, 2025 Governing Board Meeting
- \*Item #4**ACTION**.....Informational Report
  - a) Proposed 2026 Board Meeting Dates
- Item #5.....Coastal Health & Wellness Updates
  - a) Operational/Dental/Behavioral Health Updates Submitted by Chief Operating Officer
- Item #6**ACTION**.....Consider for Approval Financial Report Submitted by Ruth Cable
  - a) October 2025
- Item #7**ACTION**.....Consider for Approval the PharmaForce Contract Submitted by Taylor Silvas
- Item #8**ACTION**.....Consider for Approval Elizabeth Williams, Community Representative, to Serve as the Governing Board Vice Chair
- Item #9**ACTION**.....Consider for Approval Cynthia Darby, Consumer Representative, and Nandan Shaw, Community Representative, to Serve on the Governing Board Bylaws Committee
- Item #10**ACTION**.....Consider for Approval Nandan Shaw, Community Representative, to Serve on the Finance Committee
- Item #11.....Comments from Board Members

## **Adjournment**

*Next Regular Scheduled Meeting: January 22, 2026*

### **Appearances before the Coastal Health & Wellness Governing Board**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the presiding officer to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with Galveston County Health District staff.

### **Executive Sessions**

When listed, an Executive Session may be held by the Governing Board in accordance with the Texas Open Meetings Act. An Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting Coastal Health & Wellness advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Governing Board shall announce the basis for the Executive Session prior to recessing into Executive Session. The Governing Board may only enter into Executive Session if such action is specifically noted on the posted agenda.

**Coastal Health & Wellness  
Governing Board  
October 23, 2025**

**Board Members:**

Sergio Cruz  
Elizabeth Williams  
Rev. Jones  
Flecia Charles  
Victoria Dougharty  
Nandan Shaw  
Thomas Griffiths  
Dr. Campbell

**Staff:**

Philip Keiser, MD, Executive Director  
Lane Baker, MHA, Chief Operating Officer  
Chris Garcia, MD, Medical Director  
Ruth Cable, Chief Financial Officer  
Ashley Sciba, RN, Chief Nursing Officer  
Tiffany Carlson, RN, Nursing Director  
Liz Lentz, Human Resources Director

Tomiko Fisher, Chief Operating Officer  
Christina Bates  
Gretchen Gray, RN  
Wendy Jones  
Taylor Silvas  
Amanda Wolff  
Tikeshia Thompson-Rollins

**Excused Absences:** Cynthia Darby, & Kevin Avery

**Items#1 Comments from the Public**

There were no comments from the public

**Items#2 Introduction of New Board Members Submitted by Lane Baker**

- a) Nandan Shaw
- b) Thomas Griffiths

Lane Baker, Chief Operating Officer, introduced new Governing Board members.

**Items#3-14 Consent Agenda**

A motion was made by Elizabeth Williams to approve consent agenda items three through fourteen. Flecia Charles seconded the motion, and the Board unanimously approved the consent agenda.

**Item#15 Coastal Health & Wellness Updates**

- a) Executive Updates Submitted by Executive Director
- b) Operational/Dental/Behavioral Health Updates Submitted by Chief Operating Officer
- c) Medical Updates Submitted by Medical Director
- d) Nursing/Outreach Updates Submitted by Chief Nursing Officer
- e) Human Resources Updates Submitted by Human Resources Director

**Executive Updates:**

Philip Keiser, MD, Executive Director, presented Organizational Updates. Dr. Keiser informed the Board that reason we have not held a meeting is due to not having enough members to make a quorum. Dr. Keiser also stated that a committee can be formed to review the current Governing Board Bylaws.

**Operational Updates:**

Lane Baker, Chief Operating Officer, provided the Board with the operational updates. Lane reported that the organization recently partnered with a new revenue cycle management group (Cycle Point), along with additional support partners, to improve billing and collection processes.

- **Billing and Collections**
  - Since implementation, the organization has experienced a 131% increase in revenue, directly attributed to the cleanup and efficiency measures introduced by the group
  - The group's compensation is 5% of collections, allowing the organization to retain 95% of total revenue.
  - The team continues to identify additional opportunities for revenue growth and process improvements.
  - Increases are anticipated as contracts are finalized with the billing and operations teams across the medical, dental, and pharmacy departments.
- **Dental**
  - Lane noted that dental encounters decreased from 690 in September 2024 to 479 in September 2025, which has impacted billing volume but reflects a more accurate and efficient process.
  - Continued collaboration with UTMB, Dr. Marwan wrote a grant and was able to secure about 100 dental implant pieces of equipment.

- **Behavioral Health**

- Behavioral Health visits decreased by 50% due to the second provider reduction in force. The remaining provider completed 101 visits in September, compared to 159 visits during the same period last year when two providers were on staff.
- We are restarting the collaboration with Guld Coast Center. Currently, we have an integrated practice model in place at our Galveston Clinic. In Texas City, Gulf Coast Center has the new 21 bed inpatient crisis mental health facility operated by GCC, with whom the organization is already a collaborative partner

**Medical Updates:**

<b>Telehealth/Doxyme:</b>	August visits 172	September visits 141
<b>CHW Clinic Visits:</b>	August visits	September visits
Kept:	2236	2154
No Shows:	669	660
No show rate:	23%	23.5%
Retinal scans	38	
Total charges:	\$519,360.58	\$468,692.46

**Clinic Updates:**

We continue to face challenges, but we are finding creative solutions to meet these challenges. We are identifying positions/areas that will have the greatest positive financial impact so that we can be strategic once we are able to add personnel in the future. Our new RCM company has started; we have already seen improved collections and hope to see continued improvement in the coming months.

We have paused some initiatives due to lack of manpower

Dr Grumbles has retired from the Home-Based Care program, the plan is for Pam Cables (Advanced Nurse Practitioner) to continue seeing patients in facilities. I have taken over as her supervising physician. As finances improve, we hope to expand this program in the future. There is tremendous opportunity for growth in this area with the right strategic planning.

We are partnering with UTMB again this year on the Diabetes Control Study. Through UTMB’s grant, they are providing 4 community health workers that call and engage with patients (in the program) to discuss their diabetes care. They identify any ongoing issues (getting medications, needing refills, diet, exercise, adverse side effects, appointments, testing, etc.). Once weekly, they communicate those issues with me so they can be addressed. They are also doing monthly group visits to go over diabetes related topics. Results from last year’s program showed a drop in HgbA1c of about 1.2 in the patients in the program compared to patients in traditional care.

**Nursing/Outreach Updates:**

Ashley Sciba, Chief Nursing Officer, presented the Nursing/Outreach Updates.

Coastal Health & Wellness Nursing	September 2024	September 2025
Number of Medical Visits	2168	2154
Provider / Nurse / MA	24 / 6 / 16	25 / 4 / 12
Nurse Visits	57	57
SUD Visits	16	16
Patient Education	1	34
Durable Medical Equipment	2	36
Point of Care Tests	352	295
Immunizations Administered	415	215
Number of ImmTrac Logins	249	188
Patients Reviewed in ImmTrac	683	578
Patients Added to ImmTrac	58	65
Immunizations Added to ImmTrac	237	139
Medication Refills	919	646
Medication Prior Authorizations	76	186
Patient Calls	3731	4080

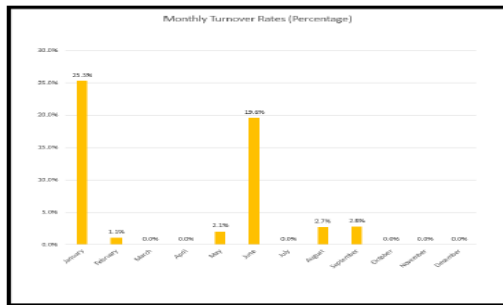
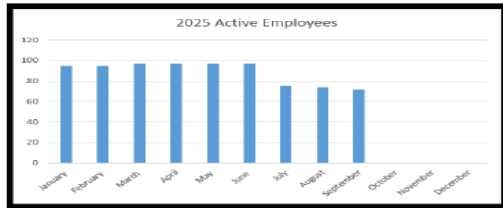
Community Engagement Activities & Events	Date	Engagements
Ada House presentation	09/03	16
Goodwill – Galveston	09/05	23
Goodwill – League City	09/05	17
League City Chamber Health Fair: Mental Wealth Symposium	09/18	33
College of the Mainland Health Fair and Health Careers	09/20	93
Open House with Fiesta Comunidad event		
Goodwill – League City	09/25	19
Senior Bingo at Wright Cuney – Galveston	09/26	69
4 <sup>th</sup> Annual Reedy Chapel Breast Cancer Walk at Menard Park – Galveston	09/27	44

**Human Resources Updates:**

Liz Lentz, Human Resources Director, presented the Human Resources Updates.

- Active EE Count (72)
- Hired EE's for Month -September (0)
- Termed EE's for Month - September (2)
- Open Positions (0)

	Active EE Count	Hired EE's for Month - Sept.	Termed EE's for Month - Sept.
CHW	72	0	2
Open Positions			
CHW	0		



Month	Number of Separated Employees	Average Number of Employees	Monthly Turnover Rates (Percentage)	Quarterly Turnover Rates	Annual Turnover Rate
January	24	95	25.3%		
February	1	95	1.1%		
March	0	97	0.0%	26.3%	
April	0	97	0.0%		
May	2	97	2.1%		
June	19	97	19.6%	21.6%	
July	0	75	0.0%		
August	2	74	2.7%		
September	2	72	2.8%	5.5%	
October	0	75	0.0%		
November	0	75	0.0%		
December	0	75	0.0%	0.0%	53.4%

**Item#16 Consider for Approval Financial Report Submitted by Ruth Cables**

- a) August 2025
- b) September 2025

Ruth Cable, Chief Financial Officer, presented the August 2025 and September 2025 Financial Report. A motion to accept the reports as presented was made by Rev. Jones and seconded by Victoria Dougharty. The motion was unanimously approved by the Board.

**Item #17 Consider for Approval FY2026 Final Budget Submitted by Ruth Cable**

Ruth Cable, Chief Financial Officer, presented the FY 2026 Final Budget. A motion to accept the final budget as presented was made by Elizabeth Williams and seconded by Rev. Jones. The motion was unanimously approved by the Board

**Item #18 Engagement Survey Summary Submitted by Liz Lentz**

Liz Lentz, Human Resources Director, presented the engagement survey summary.

**Item #19 Comments from Board Members**

1. The Board requested a temporary committee be formed to review the Coastal Health & Wellness Bylaws. Tikeshia will email a copy of the current Bylaws to the members.
2. Sergio Cruz, Board Chair, requested that Tikeshia email all Board members a list of the current committees and note available openings for participation.

The meeting was adjourned at 1:36p.m.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Governing Board 2026 Meeting Dates**

January 22, 2026

February 26, 2026

March 26, 2026

April 23, 2026

May 28, 2026

June 25, 2026

July 23, 2026

August 27, 2026

September 24, 2026

October 22, 2026

November 12, 2026

December 10, 2026

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# COASTAL HEALTH & WELLNESS

Governing Board



## FINANCIAL SUMMARY

For the Period Ending

*October 31, 2025*

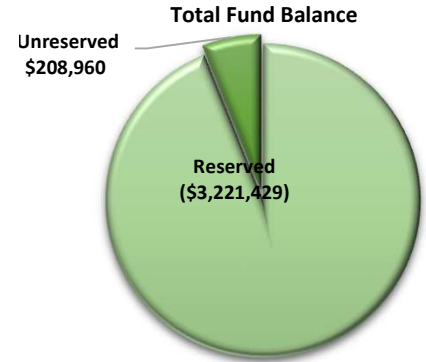
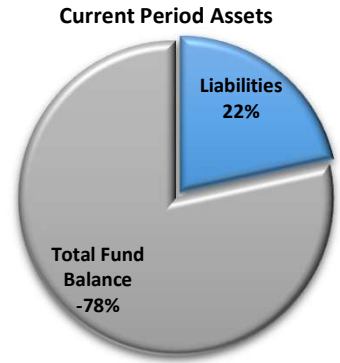
GCHD Board Room | 9850-A Emmett F. Lowry Expy. | Texas City, TX 77591

December 18, 2025

**CHW - BALANCE SHEET**

as of October 31, 2025

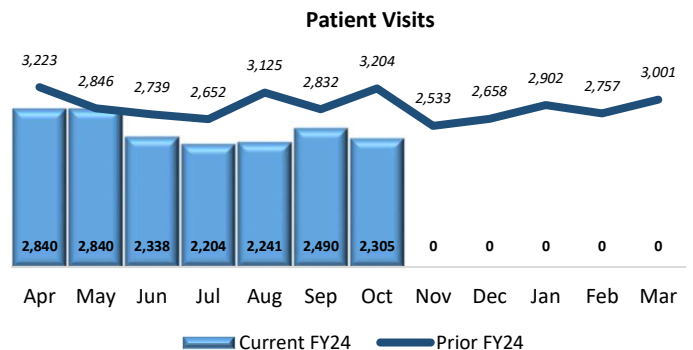
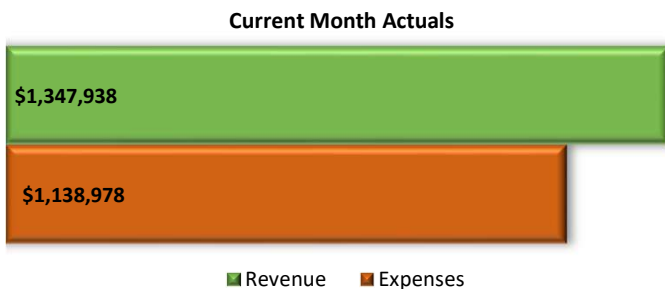
	Current Month Oct-25	Prior Month Sep-25	Increase (Decrease)
<b>ASSETS</b>			
Cash & Cash Equivalents	1,039,899	\$ 883,287	\$ 156,612
Accounts Receivable	2,781,772	2,652,826	128,946
Allowance For Bad Debt	(1,145,873)	(955,441)	(190,432)
Pre-Paid Expenses	12,757	52,949	(40,192)
Due To / From	(4,874,212)	(5,349,639)	475,427
<b>Total Assets</b>	<b>\$ (2,185,658)</b>	<b>\$ (2,716,018)</b>	<b>\$ 530,361</b>
<b>LIABILITIES</b>			
Accounts Payable	\$ 361,859	\$ 472,770	\$ (110,911)
Accrued Expenses	8,192	32,641	(24,449)
Deferred Revenues	456,761	-	456,761
<b>Total Liabilities</b>	<b>\$ 826,812</b>	<b>\$ 505,411</b>	<b>\$ 321,401</b>
<b>FUND BALANCE</b>			
Fund Balance	\$ (3,221,429)	\$ (2,583,718)	\$ (637,711)
Current Change	208,960	(637,711)	846,671
<b>Total Fund Balance</b>	<b>\$ (3,012,470)</b>	<b>\$ (3,221,429)</b>	<b>\$ 208,960</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ (2,185,658)</b>	<b>\$ (2,716,018)</b>	<b>\$ 530,361</b>



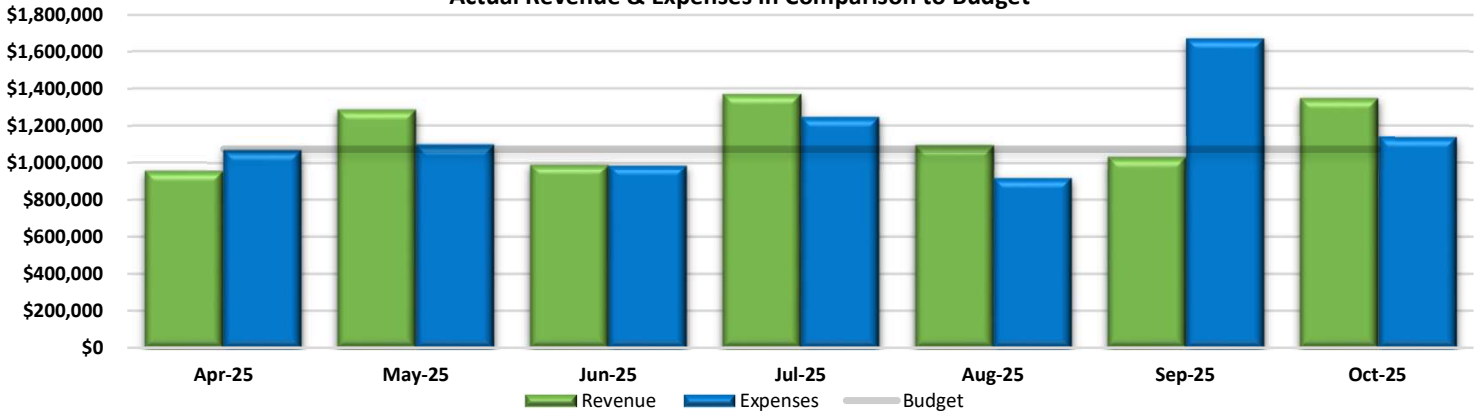
**CHW - REVENUE & EXPENSES**

as of October 31, 2025

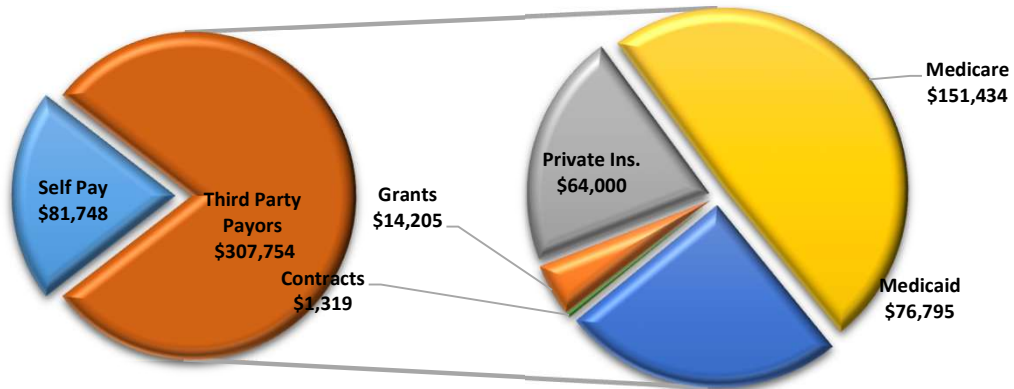
	MTD Actual Oct-25	MTD Budget Oct-25	MTD Budget Variance	YTD Actual thru Oct-25	YTD Budget thru Oct-25	YTD Budget Variance
<b>REVENUE</b>						
County Revenue	228,381	\$228,381	\$0	\$1,598,664	\$1,598,664	(\$0)
HHS Grant Revenue	297,785	269,783	13,796	2,096,136	1,888,483	207,652
Patient Revenue	812,378	545,238	281,346	4,182,421	3,816,664	365,757
Other Revenue	9,394	30,277	(20,883)	202,628	211,941	(9,313)
<b>Total Revenue</b>	<b>\$ 1,347,938</b>	<b>\$ 1,073,679</b>	<b>\$ 274,259</b>	<b>\$ 8,079,849</b>	<b>\$ 7,515,753</b>	<b>\$ 564,096</b>
<b>EXPENSES</b>						
Personnel	499,618	\$632,554	\$132,936	\$4,350,239	\$4,427,878	\$77,639
Contractual	232,924	169,598	(63,326)	1,298,913	1,187,184	(111,729)
Supplies	152,688	163,831	11,143	1,000,002	1,146,815	146,814
Travel	602	417	(185)	602	2,917	2,315
Equipment/Capital	0	0	0	2,015	0	(2,015)
Bad Debt Expense	168,824	16,860	(151,965)	823,725	118,017	(705,708)
Other	84,322	90,420	6,098	657,224	632,941	(24,283)
<b>Total Expenses</b>	<b>\$ 1,138,978</b>	<b>\$ 1,073,679</b>	<b>\$ (65,299)</b>	<b>\$ 8,132,719</b>	<b>\$ 7,515,753</b>	<b>\$ (616,966)</b>
<b>CHANGE IN NET ASSETS</b>	<b>\$ 208,960</b>	<b>\$ 0</b>	<b>\$ 208,960</b>	<b>\$ (52,870)</b>	<b>\$ 0</b>	<b>\$ (52,870)</b>



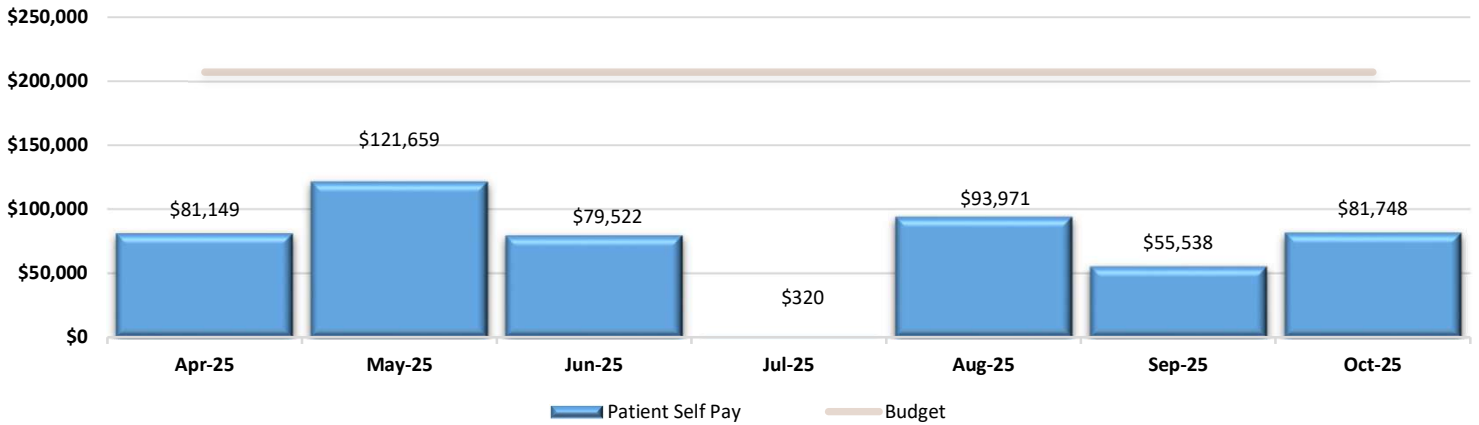
**Actual Revenue & Expenses in Comparison to Budget**



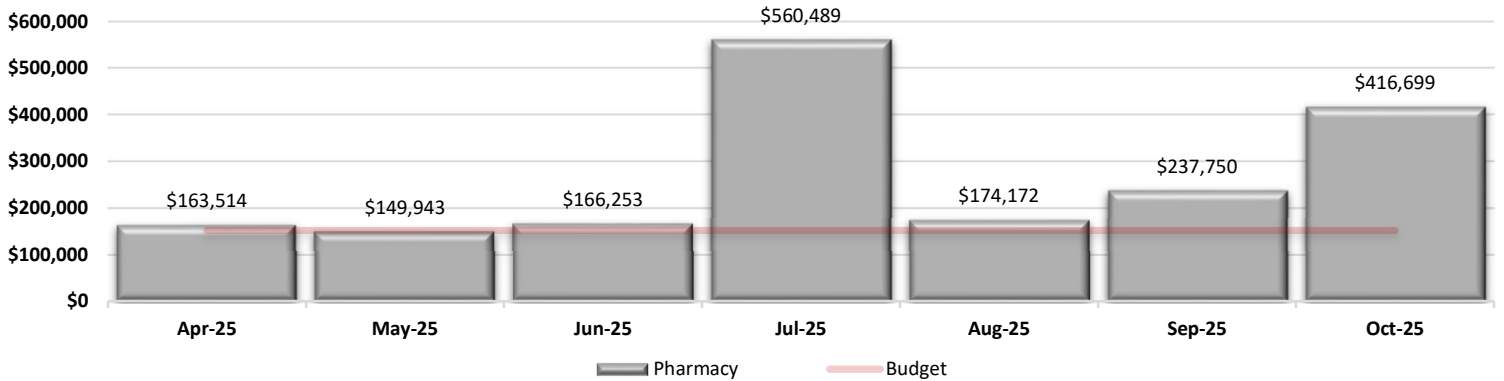
**Current Period Patient Revenue with Third Party Payor Contributions Identified**



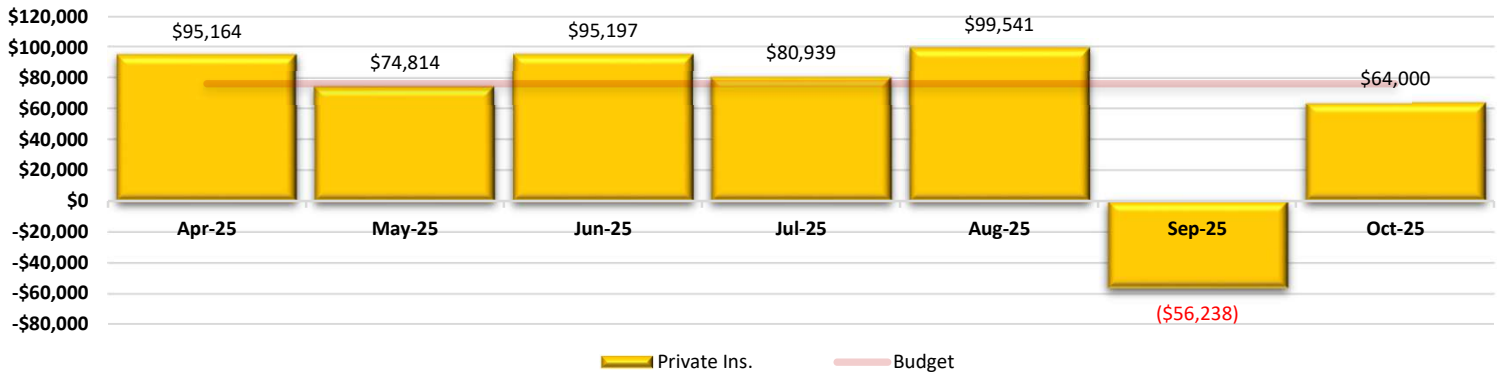
**Patient Self Pay Revenue with Budget Line Comparison**



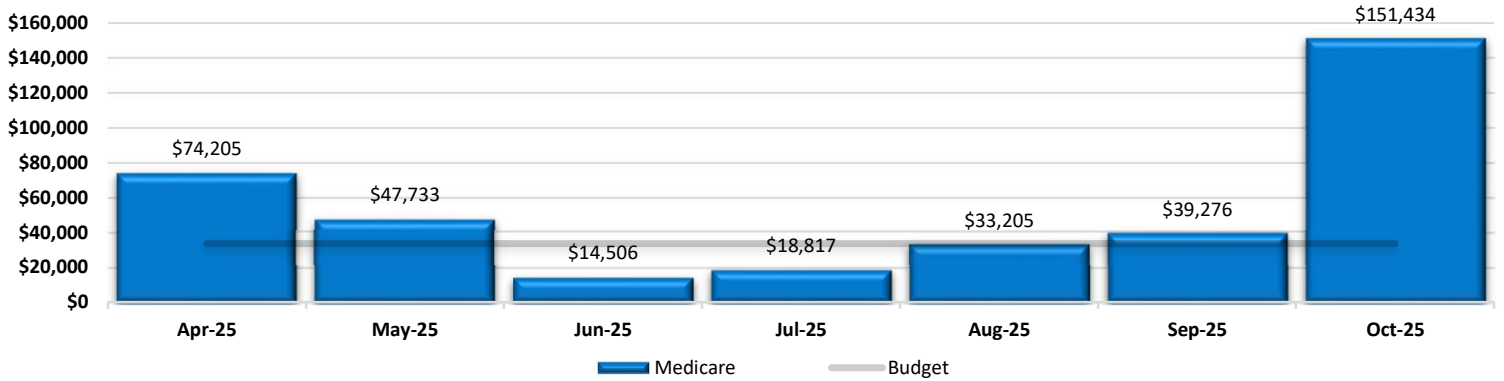
**Pharmacy Revenue with Budget Line Comparison**



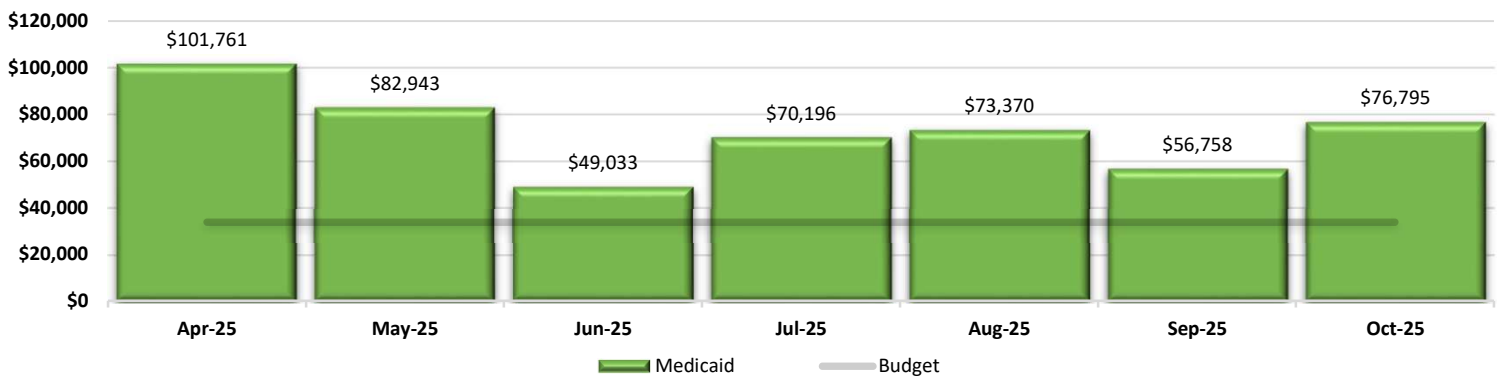
Private Insurance Revenue with Budget Line Comparison



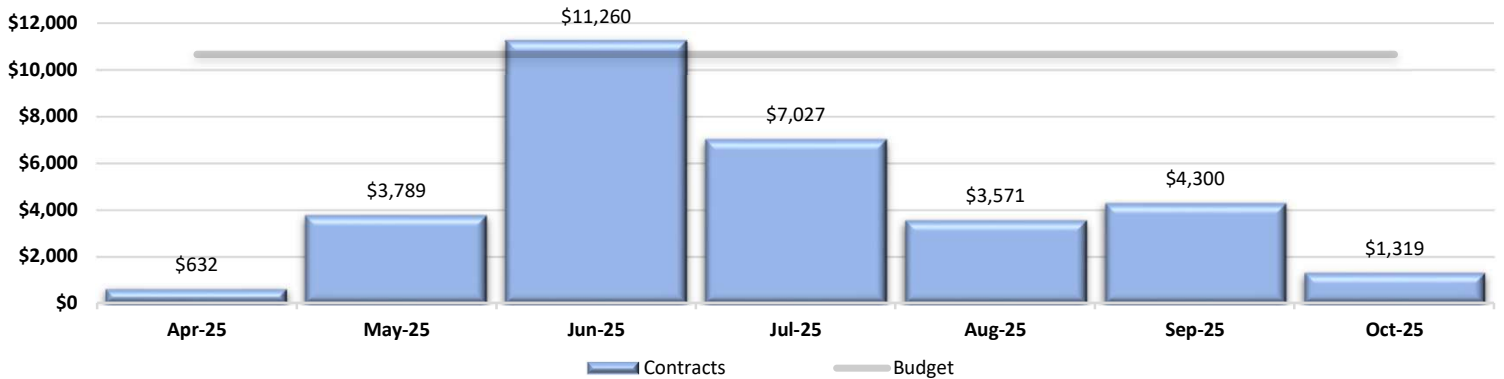
Medicare Revenue with Budget Line Comparison



Medicaid Revenue with Budget Line Comparison



Contract Revenue with Budget Line Comparison



**Pharma Force Group LLC**  
**Software as a Service Agreement**

This Software as a Service Agreement (the “Agreement”) is entered into as of 01/15/2024 (Date) between **Pharma Force Group LLC (“PharmaForce”)**, a Delaware corporation, with offices located at 4300 S. US Hwy 1, Ste 203-329, Jupiter, FL 33477 and **Coastal Health & Wellness (“Customer”)**, with offices at 9850 Emmett F Lowry Expy. Texas City, TX 77591.

**1. Definitions**

1. “Service” shall mean the online business application, “PharmaForce,” that Customer is authorized to access pursuant to the Agreement.
2. “Customer Data” shall mean any data, information, or other materials of any nature whatsoever, provided to PharmaForce by Customer in the course of implementing and/or using the Service.
3. “Electronic Communications” shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically.
4. “Seat(s)” means a unique login for each general access user.
5. “Term” means any Initial Term and/or Renewal Term as defined in this Agreement.

**2. Product**

PharmaForce will provide Customer with the Service and any new features that augment or enhance the current business application. PharmaForce shall host the Service and may update the content, functionality, and user interface of the Service from time to time in its sole discretion and in accordance with the Agreement.

**3. Services**

PharmaForce is a 340B Third Party Administrator. As a third-party administrator, PharmaForce determines the eligibility of claims and dispensations for 340B based upon the entity’s data and applied configurations. PharmaForce splits orders to the specific account types dependent on the accumulation, configuration logic, pharmacy requirements and the specific solution. PharmaForce is responsible for the following services: (1) load Customer’s necessary data to perform Contract Pharmacy and Split Billing administration within the PharmaForce application; (2) establish interface connections between Covered Entity, Wholesalers, Pharmacies, and PharmaForce; (3) remotely guide the Customer Super Users through configuring their 340B program through the PharmaForce User Interface; (4) provide ongoing remote super users training as needed; (5) option to provide onsite support in the event of a HRSA Audit with only expenses paid by Customer.

**4. Customer Responsibilities**

The Customer is responsible for the following: (1) where applicable, connect PharmaForce with Customer’s IT teams for interfaces; (2) where interfaces are not applicable, acquire all necessary data for each Customer setup, leveraging templates provided by PharmaForce; (3) provide Super Users to be trained by a PharmaForce team. The Super Users will then train new users of the system; (4) determine the 340B configuration settings within PharmaForce; (5) perform acceptance testing and determining Go Live readiness and date; (6) participate, when requested by PharmaForce, in government auditing & compliance activities.

**5. Reservation of Rights and Ownership**

PharmaForce reserves all rights not expressly granted to you in this License. The Service is protected by copyright and other intellectual property laws and treaties. PharmaForce or its suppliers own the title, copyright, and other intellectual property rights in the Service. Customer is paying for access to the Service, the Service is not sold. The Agreement does not grant Customer any rights to trademarks or service marks of PharmaForce.

## 6. Use Rights

Subject to the terms and conditions of the Agreement, PharmaForce grants to Customer during the Term of the Agreement the non-exclusive, non-transferable (except in connection with an assignment under Section 18 - Miscellaneous) and, subject to the terms of this Agreement, terminable right to use the Service and to display content solely for Customer's internal business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer acknowledges and agrees that the rights granted herein do not constitute a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Customer is expressly prohibited from sublicensing use of the Service to any third parties. Customer acknowledges and agrees that PharmaForce shall own all rights, title and interest in and to all intellectual property rights in the Service. Except as provided in this Agreement, the access granted to Customer does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by PharmaForce.

## 7. License from Customer

Subject to the terms and conditions of the Agreement, Customer grants PharmaForce the non-exclusive, non-transferable (except in connection with an assignment under Section 18 Miscellaneous) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Service to Customer. In connection with its provision of the Service and access to certain Customer Data, PharmaForce will comply with applicable requirements of law relating to Protected Health Information (PHI), and in connection therewith, will enter into a separate Business Associate agreement with Customer attached hereto as Exhibit A (the "Business Associate Agreement"). Customer agrees that the license to Customer Data shall survive the termination of the Agreement for one year, solely for the purpose of storing backup Customer Data at an offsite storage facility. Customer agrees that PharmaForce and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Service. PharmaForce may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.

## 8. Term, Fees, and Payments

### Term and Termination

This Agreement will commence on the date set forth above and shall continue for an Initial Term of thirty-six (36) months ("Initial Term").

The service fees below can be individually terminated with thirty (30) days' written notice to PharmaForce.

## Fees

**Contract Pharmacy Administration** - Fees per unique covered entity ID to individual pharmacy location combination are the greater of \$2.00 for every Approved 340B claim or the minimum fee of \$500 per month. These fees are inclusive of specialty or non-specialty claims adjudicated within the store location. Fees begin based on the earliest claim filled date.

**In-House Retail / Outpatient Pharmacy-** Fees per unique covered entity ID to individual pharmacy location combination are the greater of \$2.00 for every Approved 340B claim or the minimum fee of \$500 per month. These fees are inclusive of specialty or non-specialty claims adjudicated within the store location. Fees begin based on the earliest claim filled date.

**Specialty Pharmacies Administration** - Fees per unique covered entity ID to individual pharmacy location combination are the greater of \$50.00 for every Approved 340B claim or the minimum fee of \$500 per month. The minimum fee will only be applied if at least one approved claim is found during that month. If no approved claims are found across any of the Specialty Contract Pharmacy Chain stores in a given month, then a minimum fee of \$500 will be applied for that month for that pharmacy chain. Fees begin based on the earliest claim filled date.

**Contract Pharmacy-Mail Order Administration** - Fees per unique covered entity ID to individual pharmacy location combination are the greater of \$2.00 for every Approved 340B claim or the minimum fee of \$500 per month. The minimum fee will only be applied if at least one approved claim is found during that month. If no approved claims are found across any of the Mail Order Contract Pharmacy Chain stores in a given month, then a minimum fee of \$500 will be applied for that month for that pharmacy chain. Fees begin based on the earliest claim filled date.

**Home Infusion** - Fees per unique covered entity ID to individual pharmacy location combination are the greater of \$50.00 for every Approved 340B claim or the minimum fee of \$500 per month. Fees begin based on the earliest claim filled date.

**Claim Processing Fee** – Fees per claim reviewed by PharmaForce are \$0.03 per claim per unique Pharmacy to Covered Entity combination. If Pharmacy charges a Gateway Fee, those gateway fees will be charged monthly to Customer beginning on the earliest claim filled date.

**Cash/340B Drug Discount Program Cards (340B Cards)-** Fees are \$4.00 for every claim adjudicated via the 340B Cards or the minimum fee of \$500 per month for each unique covered entity ID. These fees are incremental to the PharmaForce fees for identifying approved 340B claims. These fees will only be applied when requested by Customer to initiate the program.

**Mixed-Use Split Billing** - Fees leveraging the Split Billing service is based on the number of licensed beds per Split Billing accumulator being used. Monthly fees are as follows depending on aggregate licensed bed size per accumulator; 0 to 25 licensed beds \$900, 26 to 126 licensed beds \$1,100 per month, 127 to 325 licensed beds \$2,000 per month, 326 to 475 licensed beds \$2,500 per month, 476 or more licensed beds \$3,000 per month. Fees begin in the month when the first live purchase order was submitted.

**Referrals+ Service** – The Full-Service option fee will be the amount of 20% of the CE Receivable for any referral captured claim during the time of this contract. The Self-Service option fee will be the amount of 12% of the CE Receivable for any referral captured claim during the time of this contract. The CE Receivable Amount is calculated as the total amount collected by the pharmacy minus the pharmacy dispensing fee. This Service Fee is applicable to both the original prescriptions

identified and the subsequent refills. Upon contract termination, any prescriptions originally identified by the PharmaForce Referrals+ Service will continue to incur fees and be billed for the remainder of the prescription over the next 12 months. This includes refills for the same product, written by the same providers for the same patients as originally identified by the PharmaForce Referral Capture Referrals+ Service.

Item #	Description of Referrals+ Service:	Self-Service	Full Service
1	Access to PharmaForce's Referral Claims Manager platform.	X	X
2	Establish interfaces to import encounter, referral, and claims files into the RCM platform.	X	X
3	Processing of encounter file, referral file, and non-captured referral claims.	X	X
4	Access to the RCM's fax outbound & inbound features along with fax forwarding of patient progress notes.	X	X
5	Application support and assistance as needed by users.	X	X
6	PharmaForce will provide assistance in developing a referral policy if CE does not have one in place.		X
7	Review each claim that meets established criteria and review the EMR to ensure each claim meets compliance requirements.		X
8	If an internal referral, document referral date in the RCM for HRSA audit tracking.		X
9	Request progress notes for external referrals from outside specialty clinics in order to "close the loop" for a referral claim.		X
10	Forward/upload the progress notes received into the CE's EMR for clinical care and documentation.		X
11	Approve the claim and refills in the Referral Claims Manager platform. (approval indicator is needed to transmit to our Contract Pharmacy Application for replenishment)		X
12	Provide detailed reporting to Customer on all claims re-qualified to 340B, including detailed, auditable points of data, as documented by PharmaForce during the routine audit of Customer EMR.		X
13	Provide summary reporting to Customer on PharmaForce work, including total additional revenue collected for month, number of patient records audited, number of prescriptions re-qualified to 340B, and year-to-date revenue and other statistics.		X
14	Full HRSA audit support in case one of the referral claims is selected for a HRSA audit		X

**ClaimsConnect** – Fees per unique covered entity ID leveraging ClaimsConnect services listed in the table below are waived. Fees per unique covered entity ID leveraging ClaimsConnect Pro services listed in the table below are based on their number of pharmacies being supported through this functionality. Monthly fees are as follows; 0 to 10 pharmacies \$500, 11 to 25 pharmacies \$1,000, 26 to 50 pharmacies \$1,500 per month, 51 to 100 pharmacies \$2,000 per month, 100 or more pharmacies \$2,500 per month. Fees begin in the month when the first file is submitted.

Item #	Description of ClaimsConnect Service:	ClaimsConnect	ClaimsConnect Pro
1	Access to PharmaForce’s Claims Submission Portal for de-identified pharmacy claims	X	X
2	Ability to configure, schedule, and download reports from vendors such 340B ESP, Beacon, and others (e.g. State Medicaid plans).	X	X
3	Training and application support	X	X
4	Data mapping, validation, and automated file submission support for all interfaced vendors		X
5	Automated file validation for data accuracy and ensure successful file delivery		X
6	Full Financial reconciliation on all payments from Beacon related to claims submitted and approved for a rebate		X
7	Provide automated report breakdown of all rejected claims with value and reason		X

### Expenses and Service Fees

Customer shall pay all fees as set forth above. Fees outlined in this Agreement will take effect on the first day of the month in which services begin. Customer will also reimburse PharmaForce for any travel and lodging expenses reasonably and necessarily incurred in the performance of any services onsite for the Customer, upon prior approval by Customer. In the event PharmaForce is requested or required to facilitate the flow of funds owed to Customer by Contracted Pharmacy, PharmaForce shall be entitled to a service fee no greater than 2% of the total amount being transferred from Contract Pharmacy.

### Payment Terms

Service Fees and Expenses are due within thirty (30) days from the date of invoice. All invoices not disputed within 60 days of receipt of such invoice will be deemed accepted. Payment is due notwithstanding the non-performance of any obligations of any third parties, including under any contract pharmacy arrangement. All payments to PharmaForce are to be made in U.S. currency and are transmitted electronically.

### Late Payments

Any late payments shall be subject to a service charge equal to 0.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. In the event that PharmaForce incurs any costs, including reasonable attorney’s fees, for efforts in collecting overdue fees from Customer, Customer agrees to pay such costs. Customer further agrees to pay all foreign, federal, state, and local taxes, if applicable, to Customer’s access to, use, or receipt of the Service. If Customer is late in payment and is actively using the Service, PharmaForce reserves the right to discontinue access to the Service 60 days after payment was due, until such time that Customer remits payments due in full. Discontinuation of Service access does not release Customer of obligation to remit payments, both overdue and future, for the duration of the Agreement.

## **Termination of Contract Pharmacy Relationships**

If the customer or their contract pharmacy chooses to terminate the management of that relationship by PharmaForce, PharmaForce has up to 30 days from the date of notification received by PharmaForce of such termination to terminate processes and services for that relationship. Fees for that relationship will continue to be applied to the customer during the 30 days following the notification receipt date. Should the 30 days post notification fall in the middle of the month following the notification, full fees for that month will be charged.

## **9. Warranties**

PharmaForce warrants that the Service will conform to and perform in accordance with all generally available documentation and specifications relating to the Service. Except as set forth herein, PharmaForce provides the service “AS IS” and “WHERE IS” with no warranties of any kind.

## **10. Confidentiality**

Customer and PharmaForce shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary, in at least the same manner as the party maintains the confidentiality of its own proprietary information (“Confidential Information”). Confidential Information includes, but is not limited to, technical and non-technical information materials, processes, ideas, and techniques, information pertaining to finances, processes, customers, clients, employees, students, fees, rates, accounting data, statistical data, marketing, research and development plans, projects, and findings, business plans, and the terms of any contracts. Each party’s standard of care for maintaining the confidentiality and security of Confidential Information shall be no less than is reasonable for the kind and type information involved. Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its affiliates, employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements. The receiving party acknowledges that unauthorized disclosure or use of the disclosing party’s Confidential Information may cause the disclosing party irreparable harm, and the receiving party agrees to give the disclosing party written notice of any such event as soon as commercially reasonable upon discovery of such, and to take all legal means to minimize any loss or damage due to any such event. Accordingly, each party agrees that the other party shall have the right to seek immediate injunctive relief for any breach of this section by the other, which shall be in addition to any other rights and remedies that it may have available.

## **11. Indemnification**

PharmaForce shall indemnify and defend Customer from and against any damages, losses, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorney’s fees) arising out of or relating to any claim, demand, investigation, action, suit or proceeding made or brought against Customer by a third party alleging that any Service infringes or misappropriates such third party’s intellectual property rights (a “Claim”), provided Customer (a) promptly notifies PharmaForce in writing of the Claim; and (b) gives PharmaForce sole control of the defense and settlement of the Claim; provided that PharmaForce may not enter into any settlement that adversely affects Customer without Customer’s prior written consent. Upon receiving notice of such a Claim related to the Service, PharmaForce may, at its discretion, and at no cost to Customer, (i) modify the Service so it is no longer alleged to infringe or misappropriate, without breaching any of the warranties above; (ii) obtain a license for Customer’s continued use of the Service in accordance with this Agreement. The above defense and indemnification obligations do not apply to the extent (i) the Claim arises from the use or combination of the Service or any part thereof with software, hardware, data, or processes not provided by PharmaForce, if our Services or use thereof would not infringe without such combination; or (ii) the Claim arises from Customer’s use of the Service in violation of this Agreement, the applicable documentation or applicable Order Forms.

This Section states PharmaForce's sole liability to, and Customer's exclusive remedy against, the other party for any type of claim described in this Section.

## **12. Disclaimer of Liability**

Except for liability arising out of Section 11 (Indemnification) or the Business Associate Agreement, the parties agree that in no event shall either party be liable to anyone for incidental, consequential, punitive, special or exemplary damages, or indirect damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage), arising from breach of warranty or breach of contract, or negligence, or any other legal cause of action arising from or in connection with the Agreement.

## **13. Limitations of Liability**

Subject to the last sentence of this Section, the maximum liability of either party to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of the Service, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, shall in no case exceed the equivalent of two (2) times the amount paid by Customer to PharmaForce in the twelve (12) months preceding the applicable claim. The essential purpose of this provision is to limit the potential liability of the parties arising from the Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with granting access to the Service and that, were PharmaForce to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer. The limitation of liability set forth in this section shall apply to (i) any indemnity obligations set forth in this Agreement, and (ii) the Business Associate Agreement.

## **14. Service Availability**

A Service Level Agreement specific for this Service is defined in Exhibit B.

## **15. Support**

A Service Level Agreement specific for this Service will be defined in Exhibit B.

## **16. Insurance**

At all times during the Term of this Agreement, PharmaForce shall abide by the insurance requirements set forth in Exhibit C.

## **17. Miscellaneous**

This Agreement shall inure to benefit and bind the parties hereto, their successors and assigns, but neither party may assign the Agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets. The Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although PharmaForce reserves the right to disclose that Customer is a user of the Service, provided that such disclosure may not imply any endorsement of the Service by Customer. This Agreement (and any Exhibits hereto) represent the entire agreement of the parties and supersedes all prior discussions and/or agreements between the parties and is intended to be the final expression of the Agreement. It shall not be modified or amended except in writing signed by both parties. In the event of an express conflict between the terms of this Agreement and the terms of any Exhibit, the verbiage of the Agreement controls. This Agreement shall be governed in accordance with the laws of the State of Pennsylvania and any controlling U.S. federal law. Any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Pennsylvania. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the

minimum extent necessary so that the Agreement shall otherwise remain in full force and effect unless the provisions held invalid or unenforceable will substantially impair the benefits to either party of the remaining portions of the Agreement. Furthermore, the parties hereto shall cooperate to amend the invalid or unenforceable provision to most closely approximate the original intent of the provision while making it acceptable to the applicable court. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and/or costs. Neither party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 4, 5, 8, 9 and 14 shall survive the termination or expiration of this Agreement.

**18. Severability**

Each section of this Agreement is severable from this Agreement and, if a court of competent jurisdiction declares one or more provisions or parts unenforceable, the remaining provisions shall remain in full force and effect unless the provisions or parts held invalid or unenforceable will substantially impair the benefits to either party of the remaining portions of the Agreement. Furthermore, the parties hereto shall cooperate to amend the invalid or unenforceable provision or part to most closely approximate the original intent of the provision while making it acceptable to the applicable court.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO.

**ACKNOWLEDGED AND AGREED:**

**Pharma Force Group LLC**

**Coastal Health & Wellness**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **Daniel Dimitri**

Name: \_\_\_\_\_

Title: **CEO**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Business Associate Agreement**

**(Insert Your BAA Here for PharmaForce to sign)**

## Exhibit B

### 1. Service Availability

“**Uptime**”. PharmaForce guarantees an uptime of 99.99% for the PharmaForce application. If the actual availability of the Service is less than 99.99% in any two of four consecutive months, then, in addition to all other remedies available to Customer, Customer may terminate the Agreement on written notice to PharmaForce with no liability, obligation or penalty to Customer by reason of such termination.

### 2. Service Levels

The standard Support Help Desk will be available Monday – Friday, 8:00 am EST – 8 00 pm EST. An emergency after hours hotline number is available and monitored 24hrs per day seven days per week. Response times are based on assigned severity level of the issue. Service requests can be submitted either by calling into our Support Help Desk, or through the Customer Support portal within PharmaForce. All support requests will be reviewed by the support representative who will make the final determination of level of severity.

A confirmation of receipt will be issued within 15 minutes of completion.

Initial contact by a support representative will occur based on the following severity levels:

1. **Critical** - A problem or issue that has halted operation or has a catastrophic impact on business.
  - **Resolution Handling** – After initial call into the Support Help Desk, a support agent will be assigned to the request and troubleshooting will begin within 1 hour.

*Note: To ensure immediate response, customers should call all Critical issues directly to the support line.*

2. **Severe** – The problem has a significant impact on business and/or an important feature is unavailable.
  - **Resolution Handling – Upon receipt of the initial service request**, a support agent will be assigned to your request within 24 hours. Follow up communication from the assigned agent will occur within 48 hours.
3. **Standard** – The problem has a minor impact on business. Operations are not adversely affected.
  - **Resolution Handling** – Upon receipt of the initial service request, a support agent will be assigned to your request within 48 hours. Follow up communication from the assigned agent will occur within 72 hours.
4. **Low** – The problem is considered to be an inconvenience. No impact on normal business operations or a work-around is available.
  - **Resolution Handling** – Upon receipt of the initial service request, a support agent will be assigned to your request within 48 hours. Follow up communication from the assigned agent will occur within 72 hours. Issues deemed low, will be added to a future release with expected release date communicated to the customer.
5. **Exceptions** – If the reported issue is to be incorporated into the next Product Release and the customer has been notified of the status, additional follow up will be deferred until a release date has been determined.

## Exhibit C

PharmaForce will maintain during the term of this Agreement the following insurance in at least the amounts below specified.

**(a) Commercial General Liability** insurance written on occurrence basis with the following limits:

General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000 aggregate
Personal Injury and Adv. Injury Limit	\$1,000,000 ea. person/organization
Bodily Injury & Property Damage Limit	\$1,000,000 each occurrence
Fire Damage	\$300,000 (any one fire)
Medical Expense	\$15,000 (any one person)

**No exclusions for:** Product/Completed Operations; Contractual Liability; Independent Contractors; Personal & Advertising Injury.

**(b) Automobile Liability:** Any Auto Owned, Hired and Non-Owned

Combined Single Limit for Bodily Injury & Property Damage	\$1,000,000 ea. accident/aggregate
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**(c) Excess "Umbrella" Liability** \$2,000,000 ea. occurrence/aggregate

The umbrella coverage shall be no more restrictive than underlying coverage.

**(d) Workers' Comp. & Employers Liability** Statutory Coverage as required by law

**(e) Network Security and Privacy Liability** insurance in an amount not less than \$2,000,000 occurrence/aggregate with deductible/retention of not more than \$50,000, unless otherwise approved by Customer, covering PharmaForce and its subcontractors engaged in such activities for network and privacy risks including coverage for unauthorized access, failure of security, breach of privacy perils, wrongful disclosure of information, as well as event management costs and regulatory defense.

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