

## CONTRACT FOR SERVICES **OVER \$50,000**

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for **licensing and maintenance services** is entered into by and between **Phreesia Inc.** (herein referred to as “Contractor”), and the City of Columbus, Department of Health (herein referred to as “City”)(collectively “Parties”).

### WITNESSETH

WHEREAS, the City has a need for licensing and maintenance services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by Ordinance No. **1478-2024**; passed by Columbus City Council on June 10, 2024 ; and

**NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

#### 1. **Contract Term**

The term of this Contract shall be from **August 1, 2024** to **July 31, 2026**. This Contract shall not automatically renew.

#### 2. **Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed **\$59,040.00** unless additional funds are appropriated and authorized.

#### 3. **Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of the Master Services Agreement, signed by and between the Parties, dated \_\_\_\_\_ (“MSA”) shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

#### 4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

#### 5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be

provided an exemption certificate, if needed.

**6. City's Contract Administrator/Contract Administration**

**Melissa Ervin** will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

(List names and addresses of City and Contractor contact persons below.)

**7. Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

**8. Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code included suspension for three years, up to permanent disbarment.

**9. Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

**10. Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

**11. Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

**12. Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

**13. Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

**14. Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys’ fees, resulting from claims for any or all injuries to persons or damage to personal property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

**15. Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

**16. Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

**17. Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

**18. Worker’s Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

**19. Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person	\$500,000
Each Accident	\$1,000,000

**Property Damage Liability:**

Each Accident	\$500,000
All Accidents	\$1,000,000

**20. Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

**21. City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

**22. Limitation of Liability.** The Parties agree and acknowledge that the limitation of liability governing the MSA shall also govern and apply to this Contract.

**IN WITNESS WHEREOF,** the parties have executed this Contract as of the day and year written below.

***EXHIBITS A, B AND C MUST BE ATTACHED HERETO.***

**\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

**CITY OF COLUMBUS**

DocuSigned by:

*MDR by Anita Clark*

5631545F188F46E...

Dr. Mysheika W. Roberts, MD, MPH  
Health Commissioner, Columbus Public Health  
Federal Tax ID Number: 316400223

**BOARD OF HEALTH**

DocuSigned by:

*Shayne Downton*

6/26/2024

5DFE86AF35564F6...  
Board of Health

Date

**CONTRACTOR**

DocuSigned by:

*Deanna Leitner*

6/12/2024

4941E456FD1E451...  
Signature

Date

Deanna Leitner

Director, Deal Desk

Please list remit address below:

Printed Name and Title

Federal ID Number: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Product and Service Order Form			
Phreesia Consultant: Bailey O'Drobinak	Void if not Signed By Customer: 5/30/2024	Bill Start Date: 8/1/2024	Initial Term (in months): 24
<b>Legal Name &amp; Billing Address:</b> City of Columbus 240 Parsons Ave Columbus, OH 43215 United States		<b>Email Address:</b> mervin@columbus.gov	
# of Provider Licenses: 35	# of PhreesiaPads: 0	# of Locations: 1	# of Arrival Stations: 0

Services

The Customer is contracting for and will be billed the following:

Base Specialty Package

Subscription

Product Name	Unit of Measure	Qty	Start Date	Unit Cost	Extended Cost
Base Package - Full Time Provider	Per Unit Per Month	1.00	8/1/2024	\$4,720.00	\$4,720.00

**Base Package Notes** - This flat rate of \$4,720.00 includes Base Package, Patient Bill Pay, PhreesiaOnCall, Social Determinants of Health, Patient Chat, Mobile, Enterprise Care Pathways, and Appointment Reminders for up to 35 schedules. If Customer needs additional schedules added they will be billed at \$135.00 per Schedule per month. Should the Customer remove a Service from the flat rate fee, the fees will not be reduced.

Annual Subscription Services are a total of \$59,040.00

Applications

Subscription

Product Name	Unit of Measure	Qty	Start Date	Unit Cost	Extended Cost
Self Scheduling	Per Provider Per Month	5.00	8/1/2024	\$40.00	\$200.00
Appointment Reminders	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00
Enterprise Care Pathways	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00
Mobile	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00

Product Name	Unit of Measure	Qty	Start Date	Unit Cost	Extended Cost
Patient Chat	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00
Social Determinants of Health	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00
PhreesiaOnCall	Per Provider Per Month	1.00	8/1/2024	\$0.00	\$0.00

**Social Determinants of Health Details:**

In the event Customer contracts for any Product containing the Safe Environment for Every Kid (SEEK), Customer consents to the following: (1) Phreesia shall collect and aggregate Customer's patients' responses to the SEEK; and (2) Phreesia shall, on a quarterly basis, share with The SEEK Project, LLC the aggregated responses of Customer's patients, Customer's specialty, and the state(s) in which Customer's location(s) is/are located.

**Digital Patient Engagement**

Subscription

Product Name	Unit of Measure	Qty	Start Date	Unit Cost	Extended Cost
Digital Patient Engagement (Phreesia + Third-Party)	Per Provider Per Month	35.00	8/1/2024	\$0.00	\$0.00

Subscription Total Monthly Services	\$4,920.00
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**Integration/Installation**

Subscription

Product Name	List Price	Discount %	One Time Unit Cost
EHR Integration Fee – Itentive	\$0.00	0.000	\$0.00
PM Integration Fee	\$0.00	0.000	\$3,600.00
NextGen Integration Fee Credit	\$0.00	0.000	\$-3,600.00

**NextGen Fee Credit Notes** - Credit to offset integration fees charged by NextGen. This credit will be spread evenly over the Phase 2 months in Year 1

**Integration Notes** - PM Integration Fee paid directly to NextGen.

The parties agree and acknowledge that Phreesia will integrate with the following Practice Management System: NextGen PM - Product TBD

**Other**

**Database Fees**

**Database Fee Notes** - The Setup Fee covers standard installation and configuration for one PM database and one EHR database. Each additional database is \$3000.

**Restocking Fee Notes** - If the Customer elects to return PhreesiaPads, the Customer will be billed a one-time restocking fee of \$75 per PhreesiaPad. If the Customer elects to return Arrivals Stations, the Customer will be billed a one-time restocking fee of \$1,000 per Arrivals Station.

### Professional Services Package

**Professional Services Notes** - Should the Customer require On-Site Training Days in the future, the Customer will be billed the following: \$1,250 per person per day + Actual T&E up to \$750 per person per day.

### Billing & Renewals

**Billing:** Billing for the Products shall commence on the date set forth above. Setup fees and fees for Implementation Services are due upon execution of the Order Form. Customer will be charged shipping and handling fees for Phreesia Hardware that Phreesia ships to Customer. All setup fees, shipping and handling fees, fees for Implementation Services and fees for Arrivals Stations listed in the Order Form are non-refundable. For the avoidance of doubt, in the event that Customer procures Third Party Devices, then Customer will pay for shipping and handling fees through its applicable third-party supplier.

**Volume:** If Customer adds Providers or Phreesia Pad X Licenses for iPads to the Dashboard ("Added Volume"), Customer will be charged an additional monthly Subscription Service fee or Pad X License fee at the rates in the Order Form for the Added Volume.

For clarity, Phreesia will prorate the Subscription Service fees and Pad X License fees on the basis of a 365 day year, for the Added Volume increase and in an effort to align the invoice with Customer's next invoice cycle as defined in the applicable Order. Once, at least 60 days prior to the end of the Initial Term or each Renewal Term, Customer may ( i ) remove ( x ) Providers from the Phreesia Dashboard (i.e. reduce the number of Provider Licenses subscribed for) and/or ( y ) licenses for Phreesia Pad X from the Dashboard and request a reduction in the fees paid for Subscription Services or Pad X Licenses and (ii) Phreesia may modify pricing based upon the Customer's then current license volume and Provider Types as of the Renewal Term Effective Date ("Price Change"). For the avoidance of doubt, applicable Price Change will only be applied one time on the Renewal Term effective date and not mid Term. If Customer decreases the number of Provider Licenses and/or the Phreesia Pad X licenses, any contractual discount based on number of licenses will be eliminated and pricing will revert to Phreesia's then-applicable list price.

The Customer may elect to increase the volume of Phreesia Pad X licenses at any time during the Term. However, the Customer may only decrease the volume of Phreesia Pad X licenses on the Renewal Date.

After the Initial Term, the Agreement will automatically renew for additional twelve (12) month terms, unless and until terminated in accordance with Section 7 of the Agreement.

Phreesia will increase all reoccurring fees every twelve (12) months this Agreement is in place as of the anniversary of the Effective Date. The agreed-upon annual increase (%) is: 5.00 %

### Termination

If the Customer meets the Good Faith Try Commitment, it may terminate the Agreement without any penalty by providing advance written notice to Phreesia before Phase 2 Start Date. Customer agrees to (i) Go Live on Base Package (as defined in Exhibit F) or equivalent and (ii) utilize said products for no less than an average of 40% of the patients on the schedule for at least thirty (30) consecutive days ("Good Faith Try Commitment"). Should Customer provide advance written notice by Phase 2 Start Date and has not met the Good Faith Try Commitment, Customer must pay the equivalent of 3 (three) months of Subscription Service fees to Phreesia within 30 days of the termination date. Should Customer provide advance written notice to terminate the Agreement after Phase 2 Start Date, Customer is subject to section 7.1 of the Agreement. "Go-Live" means when the Base Package or equivalent is officially launched and becomes operational for its intended users in the Customer's live production environment. "Utilize" means that the patient must complete their intake via any of Phreesia's technical modalities (otherwise referred to as 'self-service utilization').

### General

The parties agree and acknowledge that Phreesia, in its sole discretion, may accept or reject this Agreement and the terms contained herein, in the event that the "Void if not signed date" has past and the parties have mutually executed the Agreement and Order Form thereafter. For the avoidance of doubt and in the aforementioned instance, upon Phreesia's election to accept the Agreement and

Order Form signed after the "Void if not signed date" and (ii) upon the Parties mutual execution of the Agreement and Order Form, said documents shall be legally binding against both Parties.

**Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

Customer may qualify to make tax-exempt purchases. To claim sales tax exemption, Customer must provide proof of exemption within 20 days of executing the Phreesia Service Agreement by emailing the appropriate documentation to [tax@phreesia.com](mailto:tax@phreesia.com). Valid documentation required for sales tax exemptions include, but are not limited to, the following:

- Customer's name and address
- Territory/state in which you wish to claim the exemption
- Entity type of your organization
- Sales Tax Exemption numbers or exemption form\* (if applicable)

Failure to provide tax exemption documentation within the timeline outlined above will result in taxes being assessed on Customer's invoices until documentation is provided and validated.

## Terms of Service

1. By executing this Order Form, Customer agrees to comply with and be bound, without limitation or qualification, to the terms and conditions set forth at <https://www.phreesia.com/msa-intake-mobile/>, entitling Customer to access and use of the aforementioned Products (collectively the Order Form and Terms and Conditions shall be deemed the "Agreement"). The Terms and Conditions are incorporated herein by reference.
2. Phreesia may modify the Terms and Conditions at any time and from time to time by posting revised terms and conditions posted on the website above (the "Revised Terms"). The Revised Terms will not apply to any existing Order Form or SOW then already in effect but will be applicable to (i) any new Order Form or SOW that is entered into after the date the Revised Terms are posted by Phreesia and (ii) any renewal of any Order Form or SOW. Customer's continued use of the Products shall be deemed Customer's consent and approval of such Revised Terms.

## Additional Terms

The parties agree and acknowledge that the Agreement shall be amended as outlined below:

1. Section 3.1 is deleted in its entirety and replaced with the following:

The Customer agrees to pay Phreesia for the Products provided and expenses incurred on the basis and at the rates specified in each Order Form or SOW. Unless otherwise set forth on the Order Form or SOW or Change Order. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute,; provided such late payment is in adherence with all applicable laws, including without limitation, Article XVIII of the Ohio Constitution, Section 159 of the City Charter, and Section 5705.41 of the Ohio Revised Code. and not paid when due including, without limitation, instances where (i) the Customer prevents or blocks Phreesia's attempt to collect non disputed fees via ACH or (ii) Phreesia's attempt to collect the undisputed fees via ACH are thwarted or delayed by Customer's acts or omissions.

2. Section 3.2 is deleted in its entirety and replaced with the following:

**Payments.** Customer agrees to pay all related fees, costs and expenses defined hereunder by Phreesia and initiated by ACH to the Customer's DDA unless otherwise agreed upon by the parties via a Change Order or other written agreement . Customer also agrees to pay any merchant processing fees, on a monthly basis, by Phreesia initiated ACH. Customer authorizes Phreesia to deposit funds and initiate debit entries for all applicable fees and expenses to the DDA. If Phreesia is unable to initiate payment via ACH within sixty (60) days of the date of the invoice, Phreesia will Suspend the Customer's access to the Phreesia Dashboard (i) levy an automatic deposit fund hold, which will preclude any credits, refunds, or remuneration from being applied to the

Customer account and (ii) restrict the merchant payments from being applied to the Customer account, until the Customer has satisfied any due and payable payments for the Services. For clarity, Customer remains responsible for all fees due, even during the period that the Services are Suspended. In addition, Phreesia reserves the right, in good faith, to temporarily Suspend access to the Services, if the Customer is in breach of its undisputed payment obligations hereunder, and charge a reinstatement fee which will be 5% of the Customer's then current subscription fee; provided such reinstatement fee is in adherence with all applicable laws, including without limitation, Article XVIII of the Ohio Constitution, Section 159 of the City Charter, and Section 5705.41 of the Ohio Revised Code, until fees are paid in full and Services are typically restored immediately, upon receipt of payment. If Customer's payment is unable to be debited because of insufficient funds, Customer agrees to pay a \$25 NSF fee per incident. Customer must notify Phreesia ten (10) days in advance if it changes or closes its DDA. For the purposes of this Section, "Suspend" shall mean that Phreesia reserves the right to suspend some or all of the Service(s) it provides if Customer fails to meet its undisputed payment obligations, in the manner defined in the Agreement, for the period of time in which the Customer does not pay any undisputed due and payable fees for the Services.

3. Section 12.3 is deleted in its entirety and replaced with the following:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions and without regard to the United Nations Convention on the International Sale of Goods.

4. Section 12.4 is deleted in its entirety and replaced with the following:

Any disputes between the Parties arising out of this Agreement shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within fifteen (15) days, either Party may make a written demand for mediation. Within fifteen (15) days after such written notification, the Parties shall meet for one day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, then the dispute shall be resolved in the federal and state courts sitting in Ohio which shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either Party may seek injunctive relief in any court of competent jurisdiction.

5. The current section 9.2 will become the new 9.3 and 9.2 shall be added as outlined below

Each party agrees that it will be solely responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risks and liabilities to itself, its agents, and its employees for any injury or death to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this agreement and for any intellectual property infringement claims stemming from its own content or Confidential Information.

Phreesia does not have any knowledge or control over which callers will be contacted using Appointment Reminders. Customer therefore agrees to comply with all requirements and regulations set forth in Telephone Consumer Protection Act (TCPA) or similar laws or regulations in the state where Appointment Reminders is provided by Phreesia and used by the Customer and shall ensure that callers have provided the requisite consent as may be necessary under the TCPA or similar laws or regulations in the state where Appointment Reminders is provided by Phreesia and used by the Customer.

## Signatures

**Accepted By Phreesia:**

**Accepted by City of Columbus:**

Name:Deanna Leitner

Signature: 

DocuSigned by:  
*Deanna Leitner*  
4941E456FD1E451...

Title: Director, Deal Desk Date: 6/12/2024

Name: Mysheika W. Roberts, MD, MPH

Signature: 

DocuSigned by:  
*MWR by Anita Clark*  
5631545F188F46E...

Title: Health Commissioner Date: 6/26/2024

**MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement"), effective as of the last date of the last Party's signature (the "Effective Date"), is made by and between Phreesia, Inc., a Delaware corporation with a principal place of business at 1521 Concord Pike, Suite 301, PMB 221, Wilmington, DE 19803 ("Phreesia"), and the customer executing this Agreement below ("Customer"). Phreesia and Customer shall herein be referred to each as a "Party" and collectively as the "Parties." This Agreement governs the terms and conditions upon which the Customer has agreed to engage Phreesia to provide certain products and services from time to time pursuant to one or more Order Forms. Each Order Form will be governed by and incorporated into this Agreement. In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1 DEFINITIONS**

- 1.1 **Affiliates** means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.
- 1.2 **Business Associate Agreement** or **BAA** means the HIPAA Business Associate Agreement attached hereto or referenced herein as [Exhibit A](#).
- 1.3 **Confidential Information** has the meaning given to it in Section 4.1.
- 1.4 **Custom Content** means a patient-reported outcome (PRO) and/or screening tool that: (a) is not available in Phreesia's library and not otherwise offered as part of any existing Product or Service, (b) has been authored and/or copywritten by a source other than Customer or Phreesia, and (c) is or will be administered and/or deployed through Phreesia Products.
- 1.5 **Customer Data** means all Data made available by Customer or its Users to Phreesia or otherwise provided by Customer or its Users in connection with the Products.
- 1.6 **Dashboard** means Phreesia's secure hosted solution allowing designated Users to access, manage and store certain patient records made available in connection with the Subscription Service.
- 1.7 **Data** means text, images, documents, materials and all other forms of data or communication.
- 1.8 **DDA** means Customer's designated demand deposit account.
- 1.9 **Documentation** means the documentation for the Products generally supplied by Phreesia to assist its customers in the use of the Products.
- 1.10 **Implementation Services** means the configuration and implementation of the Products set forth and described on an Order Form.
- 1.11 **Integration Addendum** means a schedule or addendum to an Order Form that describes the process by which the Subscription Service will be integrated for use by Customer with Customer's third party electronic medical record and/or practice management system.
- 1.12 **Location(s)** means the specific customer facility or facilities, listed on the Order Form, where the Products will be used.
- 1.13 **Open Source Software** means any software that is distributed as free software, open source software (e.g., Linux or software distributed under any license approved by the Open Source Initiative as set forth at [www.opensource.org](http://www.opensource.org)) or under a similar licensing or distribution model, and as to any of the foregoing, that requires any one or more of the following (i) redistribution of the software on a royalty-free basis, and/or (ii) redistribution of the software under the same license/distribution terms as those contained in the software license under which such software was originally released, and/or (iii) release to the public, disclosure, or a requirement to otherwise make available the source code of the software or any other software that links with such software.
- 1.14 **Order Form** means each Phreesia ordering document signed or electronically accepted by duly authorized representatives of both Parties which references this Agreement, identifies the specific Products ordered by Customer from Phreesia, sets forth the prices for the Products and contains other applicable terms and conditions.
- 1.15 **Payments Gateway** means the tool used by Phreesia to facilitate a payment transaction by transferring information between a payment portal and the Customer's bank.
- 1.16 **Phreesia Data** means all Data made available by Phreesia to Customer in connection with the Customer's use of the Services.
- 1.17 **Practice-Developed Content** means content that: (a) has been created by Customer, and (b) Customer has requested Phreesia to include in the Products.
- 1.18 **Practice Management Appointment Schedule** is a tool used by staff to schedule appointments or visits for patients.
- 1.19 **Products** means the Software and Services, as the case may be.
- 1.20 **Professional Services** means consulting and/or custom services to be provided by Phreesia. All Professional Services will be set forth and described in a SOW.

Last Updated: July 17, 2023

- 1.21 Provider shall mean any individual Customer clinician or authorized resource that has scheduled appointments. Each Provider will have a unique schedule in the Dashboard.
- 1.22 Provider License is a license to use the Subscription Service granted for one Provider as described herein.
- 1.23 Service Level Agreement or SLA means Phreesia's service level commitment as set forth and described on [Exhibit B](#) attached hereto for both the Subscription Service.
- 1.24 Services means the Subscription Service, Implementation Services and any Professional Services provided by Phreesia.
- 1.25 Software means any software provided by Phreesia to Customer including via its use of the Subscription Service.
- 1.26 SOW means a Statement of Work referencing this Agreement and entered into by both Parties from time to time that describes the Professional Services to be provided by Phreesia, sets forth the prices for the Professional Services and contains certain other related terms as agreed between the Parties.
- 1.27 Subscription Service means Phreesia's proprietary subscription-based patient intake management solutions set forth on the applicable Order Form and as defined in [Exhibit F](#).
- 1.28 Users mean individuals who are authorized by the Customer to use the Subscription Service. Users consist of any employee of the Customer or its Affiliates and any independent contractor of the Customer or its Affiliates.
- 1.29 Work Product means any deliverables, content, reports, analyses or documentation developed by Phreesia on behalf of Customer and delivered to the Customer in the performance of any Professional Services.

## 2 **SERVICES**

- 2.1 Products. Phreesia shall provide the Customer with the specific Products specified on an Order Form or SOW, as the case may be. Any conflict between the terms and conditions set forth in this Agreement and any Order Form or SOW shall be resolved in favor of this Agreement unless the Order Form or SOW specifically references the conflicting provision of this Agreement that it is to supersede in which case such conflict will be resolved in favor of such Order Form or SOW (but only for such Order Form or SOW). The Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Phreesia regarding future functionality or features.
- 2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Order Form, Phreesia hereby grants to Customer, solely during the term of the applicable Order Form, a non-exclusive, nontransferable (except as set forth in Section 12.2) license to access and use the Products solely for the Customer's internal business purposes and solely at the applicable Locations. This license is restricted to use by Customer and its Users and does not include the right to use the Subscription Service on behalf of any third party. The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Service. The Customer agrees: (a) that only authorized Users are permitted to use the Products; (b) that it is responsible for its authorized Users' actions or failures to act in connection with activities contemplated under this Agreement, and (c) to otherwise take all commercially reasonable steps to protect the Products from unauthorized use and/or access and from any loss or damage. Unless otherwise set forth on the Order Form, upon termination of the applicable Order Form, Customer shall return the Products to Phreesia in good working condition (reasonable wear and tear excepted). Customer shall immediately notify Phreesia in the event that any Products have been stolen, lost or damaged.
- 2.3 Affiliates. Subject to the terms of the Order Form, the Customer may make use of the Products available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. Any license restrictions set forth on an Order Form shall be deemed to apply to both the Customer and its Affiliates. In addition, Customer's Affiliates may acquire Products subject to the terms and conditions of this Agreement by executing Order Forms or SOWs hereunder directly with Phreesia. Each Order Form or SOW executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two party agreement between Phreesia and such Affiliate. Each Affiliate executing an Order Form or SOW shall be responsible for its obligations pursuant to such Order Form and SOW as well as for the obligations to be performed pursuant to this Agreement.
- 2.4 Data Storage. Customer is solely responsible for maintaining its own system of record. Phreesia and Customer acknowledges and agrees that Phreesia is not Customer's system of record and is not responsible for retaining any Customer Data except as necessary to perform under this Agreement and comply with applicable law. To the extent Phreesia retains Customer Data, Phreesia and Customer acknowledge and agree that all Customer Data entered into the Products by Customer or its employees, contractors or patients will be securely stored by Phreesia at designated data centers in accordance with HIPAA and all other applicable laws. Phreesia agrees to use industry standard physical and technical security measures to protect Customer Data.
- 2.5 Installation. Phreesia or its designated subcontractors shall assist Customer with the installation of the Products and Customer shall promptly schedule the installation, integration and implementation of the Products with Phreesia upon receipt of the Products. The Integration Addendum identified in the applicable Order Form is defined in [Exhibit D](#). Customer's continued use of the applicable integration shall be deemed the Customer's agreement to the latest terms of the integration partner as set forth in Exhibit D. Phreesia reserves the right to update and modify the Integration Addendum's terms from time to time as required by the applicable integration partner.

- 2.6 BAA. The Parties each agree to comply with the terms and conditions set forth in the Business Associate Agreement. Notwithstanding anything in the Business Associate Agreement to the contrary, Customer shall be responsible for the unauthorized use or disclosure of any protected health information (PHI) or security incident as a result of Customer's acts or omissions (including misusing or misconfiguring the Products).

- 2.7 Trial Subscriptions. If Customer receives free access or a trial or evaluation or promotion subscription to one or more Products (a "Trial Subscription"), then Customer may use the Trial Subscription in accordance with the terms and conditions of this Agreement for a period of thirty (30) days or such other period granted by Phreesia, as set forth in the Order Form (the "Trial Period" or "Promo Period" or "Phase 1"). Trial Subscriptions are permitted solely for Customer's use to determine whether to purchase a paid subscription to the Products. Certain Trial Subscriptions may include pre-release and beta products ("Beta Releases"). Trial Subscriptions may not include all functionality and features accessible as part of a paid Subscription Service. Phreesia has the right to terminate a Trial Subscription at any time for any reason. Unless otherwise stated or communicated to Customer, any Beta Releases trial period will expire upon the date that a version of the Beta Releases becomes generally available without the applicable Beta Releases designation. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PHREESIA WILL HAVE NO WARRANTY, INDEMNITY, DATA ARCHIVING, SERVICE LEVEL, OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL SUBSCRIPTIONS AND WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH BETA RELEASES. At the end of the Trial Period, if neither party has terminated the Trial Subscription, then (i) if Customer continues to use the Trial Subscription, then the Customer shall be charged the rate outlined in the applicable Order Form and (ii) the Trial Subscription shall become a part of the Subscription Service.

- 2.8 Patient Activation Measure. If the Customer is receiving Patient Activation Measure (PAM) services, then [Exhibit G](#) shall also apply.

### 3 FEES; PAYMENT TERMS

- 3.1 Fees. The Customer agrees to pay Phreesia for the Products provided and expenses incurred on the basis and at the rates specified in each Order Form or SOW. Unless otherwise set forth on the Order Form or SOW or Change Order. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute; provided such late payment is in adherence with all applicable laws, including without limitation, Article XVIII of the Ohio Constitution, Section 159 of the City Charter, and Section 5705.41 of the Ohio Revised Code. and not paid when due including, without limitation, instances where (i) the Customer prevents or blocks Phreesia's attempt to collect non disputed fees via ACH or (ii) Phreesia's attempt to collect the undisputed fees via ACH are thwarted or delayed by Customer's acts or omissions.
- 3.2 Payments. Customer agrees to pay all related fees, costs and expenses defined hereunder by Phreesia and initiated by ACH to the Customer's DDA unless otherwise agreed upon by the parties via a Change Order or other written agreement. Customer also agrees to pay any merchant processing fees, on a monthly basis, by Phreesia initiated ACH. Customer authorizes Phreesia to deposit funds and initiate debit entries for all applicable fees and expenses to the DDA. If Phreesia is unable to initiate payment via ACH within sixty (60) days of the date of the invoice, Phreesia will Suspend the Customer's access to the Phreesia Dashboard (i) levy an automatic deposit fund hold, which will preclude any credits, refunds, or remuneration from being applied to the Customer account and (ii) restrict the merchant payments from being applied to the Customer account, until the Customer has satisfied any due and payable payments for the Services. For clarity, Customer remains responsible for all fees due, even during the period that the Services are Suspended. In addition, Phreesia reserves the right, in good faith, to temporarily Suspend access to the Services, if the Customer is in breach of its undisputed payment obligations hereunder, and charge a reinstatement fee which will be 5% of the Customer's then current subscription fee; provided such reinstatement fee is in adherence with all applicable laws, including without limitation, Article XVIII of the Ohio Constitution, Section 159 of the City Charter, and Section 5705.41 of the Ohio Revised Code, until fees are paid in full and Services are typically restored immediately, upon receipt of payment. If Customer's payment is unable to be debited because of insufficient funds, Customer agrees to pay a \$25 NSF fee per incident. Customer must notify Phreesia ten (10) days in advance if it changes or closes its DDA. For the purposes of this Section, "Suspend" shall mean that Phreesia reserves the right to suspend some or all of the Service(s) it provides if Customer fails to meet its undisputed payment obligations, in the manner defined in the Agreement, for the period of time in which the Customer does not pay any undisputed due and payable fees for the Services.
- 3.3 Payment Terms. Phreesia invoices monthly in arrears, unless otherwise agreed upon by the parties via a Change Order or other written agreement, and payment is due and made immediately upon Invoice Date and shall be made in US Dollars.
- 3.4 Disputed Charges. If the Customer disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the Parties, the Customer shall pay the amounts due under this Agreement less the disputed amount, and the Parties shall proceed in good faith to promptly resolve such disputed amount. An amount will be considered disputed in good faith if (i) the Customer delivers a written statement to Phreesia on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the Customer, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from the Customer that are not in dispute have been paid as and when required under this Agreement.
- 3.5 Taxes. Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use and similar taxes arising from or relating to the Products rendered hereunder, except for taxes related to the net income of Phreesia and any taxes or obligations imposed upon Phreesia under federal, state and local wage laws.

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- 3.6 **Payment Processing.** **Payment Processing.** If Customer is using merchant processing services in connection with the Products then Customer must (a) complete an application and separate Merchant Services Agreement ("MSA") provided by Phreesia with its third party payment processor, (b) commit to processing a minimum dollar commitment, as set forth in the Order Form, of the Customer's aggregate payment processing transactions through Phreesia's payment processing service on an annual basis ("Annual Minimum Payment Processing Commitment") and (c) must obtain and provide a Payment Card Industry Data Security Standards ("PCI DSS") compliance certificate ("PCI Certificate") within six (6) months of the date of the Order Form, and annually thereafter, as required by PCI DSS. In the event that the Customer does not achieve the Annual Minimum Payment Processing Commitment as set forth in (b) above, which shall be monitored from time to time, then Phreesia shall have the right to remove any discounts applied to the merchant processing service and said services shall be billed at

Phreesia's then current rate. Phreesia will use commercially reasonable efforts to support Customer's PCI Certification upon request. Failure to submit the PCI Certificate on time may result in the assessment of non-compliance fees contained in the Order Form. All merchant processing services are provided by Phreesia on an "as is" basis without any warranty of any kind and Customer shall look solely to the third-party payment processor with respect to any liability, losses, claims or damages suffered or incurred in connection with such merchant processing services. If Customer is using Payments Gateway, Phreesia will provide Customer access to payment card processing through the Payments Gateway. Any payments processed will be collected through the Products and routed to Customer's merchant processor. Phreesia is responsible for the security of cardholder data that it possesses or otherwise stores, processes, or transmits on behalf of Customer on Phreesia's networks and systems.

- 3.7 **Payable Vendors.** If Customers engages or commences to engage the services of a payable vendor such as Ariba, American Express, WA WF, PayPal, or other similar vendors, Phreesia will charge an applicable increase for the direct costs to Phreesia resulting from the Customer's use of such payable vendor, above and beyond the Fees specified in the Order Form.

- 3.8 **Chargebacks.** To the extent that Phreesia has paid or may pay a Chargeback, the Customer will be obligated to reimburse Phreesia for any such sums paid or related fees resulting from a reversal of funds after a consumer has issued a dispute on a credit or debit card transaction with their bank ("Chargeback Fee"). Some common reasons for Chargebacks are an incorrect account number, invalid data, no authorization, or declined authorization, etc.; however, the foregoing list of examples is not exhaustive and does not limit the generality of this Section 3.6.

- 3.9 **Fee Adjustments.** Phreesia may adjust or add fees or charges by providing written notice to the Customer, a minimum of sixty (60) days prior to the annual Renewal Date, and added fees or charges shall become payable by the Customer on the Renewal Date following the Adjustment Notice. In the event Phreesia changes or adds its fees and/or charges pursuant to the immediately preceding sentence, the Customer may, subject to the following provisions, terminate this Agreement upon 45 days advance written notice from the Adjustment Notice, to Phreesia.

#### 4 **CONFIDENTIALITY**

- 4.1 **Confidential Information.** During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. For the avoidance of doubt all Customer Data shall be deemed Customer's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a Customer director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. In addition non-employees of the Customer including, without limitation, outside consultants and advisors ("Outside Consultants") must also (a) receive advanced written permission from Phreesia before the Customer can disclose the Confidential Information to the Outside Consultants and (b) sign a direct nondisclosure agreement with Phreesia. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Customer further agrees that it shall not use the Products for the purposes of conducting comparative analysis, evaluations or product benchmarks with respect to the Products and will not publicly post any analysis or reviews of the Products without Phreesia's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

- 4.2 **Exclusions.** Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

- 4.3 **Injunctive Relief.** Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to seek an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

#### 5 **WARRANTIES**

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- 5.1 *Subscription Service Warranty.* Phreesia warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation. Phreesia does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Phreesia makes no warranty regarding features or services provided by third parties. Customer acknowledges and agrees that the Subscription Service will be subject to limitations inherent in the use of the internet, that Phreesia does not control the transfer of data over the internet, and that Phreesia is not responsible for any delays, delivery failures or other damage resulting from such problems, including any problems or damages of any kind that arise from any of Customer's or its Users' acts or omissions. For any breach of the above warranty, Phreesia will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide Phreesia with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Except for any additional remedies set forth in the Service Level Agreement, the remedies

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set out in this subsection are the Customer's sole remedies for breach of the above warranty. Such warranty shall only apply if the Subscription Service has been utilized by the Customer in accordance with the Order Form, the Documentation and this Agreement.

- 5.2 **Professional Services Warranty.** Phreesia warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set forth in the SOW in all material respects. Phreesia further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable SOW. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, Phreesia shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be. Such re-performance shall be the Customer's exclusive remedy and Phreesia's sole liability for any such nonperformance. If, however, after repeated efforts, Phreesia is unable to remedy such defect in any Work Product, then the Customer's sole remedy and Phreesia's entire liability shall be to refund to the Customer any amounts previously paid by the Customer for the particular deficient Professional Services or Work Product, as the case may be.

5.3 **No Additional Warranty.**

THE WARRANTIES STATED IN SECTION 5.1 THROUGH 5.2 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY PHREESIA. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE PRODUCTS ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

- 5.4 **Third Party Products.** Customer acknowledges that from time to time Phreesia may make available optional third party products ("Third Party Products") for use with the Products. These Third Party Products are provided by Phreesia as a "pass through" to Customer and such Third Party Products may be covered by a warranty offered by the third party vendor, not Phreesia. Any such Third Party Products shall be identified as such on the Order Form. Any Third Party Products which are supplied with a separate agreement are subject to the terms of such separate agreement and are not subject to any warranties or indemnification rights contained herein. Where such Third Party Products are supplied with a separate agreement Customer acknowledges and agrees that Phreesia makes no warranty of any kind with respect to such Third Party Products, and agrees to look solely to the applicable vendor for warranty support for such Third Party Product. Any Third Party Products which are not supplied with a separate agreement are instead subject to the terms of this Agreement as "Products" hereunder.

- 5.5 **Third Party Open Source Software.** Phreesia uses certain third-party software in its Products, including what is commonly referred to as Open Source Software. Under some of these third-party licenses, Phreesia is required to provide the Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third-party software that Phreesia uses at: <https://www.phreesia.com/wp-content/uploads/2021/09/AR-ApprovedOpenSourceSoftware-300821-1031-740-002.pdf>.

- 5.6 **Medical Decisions.** Notwithstanding anything in this Agreement to the contrary, Customer acknowledges and agrees that Phreesia is not engaged in the practice of medicine, and is not determining appropriate medical use of any of its Products that are, or may be, offered pursuant to this Agreement or results from any advertisements or content displayed on the Products. Medical treatment and diagnostic decisions are solely the responsibility of Customer and its professional healthcare providers.

6 **LIMITATION OF LIABILITY**

Neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, reputational harm, punitive damages, loss of business information and/or data) in connection with the Products, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages. The total cumulative liability of Phreesia to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract, tort or otherwise, will not exceed the fees paid by Customer to Phreesia under the Order Form or SOW for the Products which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim.

7 **TERM**

- 7.1 **Term.** This Agreement will commence on the Effective Date and will continue in effect unless and until otherwise terminated in accordance with Sections 7.2 below. The initial term of each Order Form (the "Initial Term") will be set forth in the applicable Order Form. Thereafter the Order Form will automatically renew for additional terms of one (1) year each (each a "Renewal Term(s)" and along with the Initial Term the "Term") unless either Party notifies the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term that it has elected not to renew the Order Form. For the avoidance of doubt, the term of this Agreement and the BAA shall continue in effect for so long as any Order Form is in effect.

- 7.2 **Termination for Cause.** Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form or SOW (i) immediately in the event of a material breach of this Agreement or any such Order Form or SOW by the other Party that is not cured within thirty (30) days of written notice to the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing or (iii) immediately in the event that Customer violates Section 8.3. Termination or expiration of an Order Form or SOW shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms and SOWs.

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- 7.3 **Transition Period.** Upon expiration or termination of this Agreement, and for 30 consecutive calendar days thereafter (the "Transition Period"), Phreesia agrees to continue providing assistance to the Customer so as to transition the Services according to the wind down/ transition activity scope and fees defined in the mutually agreed upon transition plan.
- 7.4 **Effect of Termination.** Upon any termination or expiration of this Agreement or an Order Form for any reason (i) all applicable licenses are revoked, and (ii) each Party shall promptly return or destroy the other Party's Confidential Information and Customer shall, unless otherwise expressly set forth on the Order Form immediately cease use of the applicable Products. For the avoidance of doubt, the treatment of PHI during a termination event shall be governed by the BAA. Customer shall have the right during the thirty (30) day period immediately following the termination of this Agreement or an Order Form to access the Dashboard for the sole purpose of copying and downloading all of its Customer Data and records stored in connection with the Dashboard. Termination of this Agreement shall not limit either Party from pursuing any remedies available to it, including injunctive relief, or relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination, such as e.g., confidentiality and limitation of liability, will survive termination or expiration of this Agreement and each Order Form.

## **8 OWNERSHIP; USE OF CONTENT; OBLIGATIONS**

- 8.1 **Subscription Service/Products.** All Products are owned by Phreesia and are licensed (and not sold) to Customer, as set forth in Section 2.2. All right, title and interest to the Products, Phreesia Data and all intellectual property rights in and to the Products, Phreesia Data, all of Phreesia's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs, suggestions, ideas, enhancement requests, feedback, or recommendations and other tangible or intangible technical material or information made available to the Customer by Phreesia in providing the Subscription Service and all updates, enhancements, improvements, modifications, configurations and derivative works thereto are retained by Phreesia. Customer shall not allow any lien, security interest or other encumbrance to attach to Products owned by Phreesia. The Phreesia name, all Phreesia logos, and the product names associated with the Products are trademarks of Phreesia or third parties, and no right or license is granted to use them.
- 8.2 **Customer Data.** The Customer retains ownership of all right, title and interest in and to all Customer Data. During the term of this Agreement, the Customer hereby grants to Phreesia a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 12.2), royalty-free right to use, display, transmit, and distribute the Customer Data solely as necessary to provide the Products to the Customer. Customer is solely responsible for all Customer Data. Phreesia does not guarantee the accuracy, integrity or quality of such Customer Data. Neither the Customer nor its Users shall use the Products to: (a) send, upload or otherwise transmit any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation. Phreesia shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Products (or derived from the Customer's use of the Products) provided, however, that Phreesia shall not disclose any such data unless such data is in an aggregated form that would not permit a third party to identify the data as associated with the Customer or any of its Users ("Aggregated Data"). All Aggregated Data shall be owned by Phreesia. For the avoidance of doubt, the Aggregated Data shall not include PHI.
- 8.3 **Customer Obligations.** The Customer is responsible for (i) all activities conducted under its User logins and for its Users' compliance with this Agreement, (ii) compliance with all applicable laws and regulations that govern its business, and (iii) obtaining all authorization's, consents and licenses necessary to use Customer Data. Unauthorized use, resale or commercial exploitation of the Products in any way is expressly prohibited. Without Phreesia's express prior written consent in each instance, the Customer shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Products or access the Products in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Products. Except as expressly permitted in this Agreement, the Customer shall not copy, license, sell, transfer, make available, lease, time-share or distribute the Products to any third party. Customer and its personnel are responsible for maintaining and safeguarding the security of their accounts, passwords and files and Customer shall ensure that its personnel do not share their account information or passwords with any other person or allow any other person to access the Dashboard under their account. Customer shall terminate access to the Dashboard for any personnel whose employment or consulting relationship with Customer has ended. Customer agrees that by accessing, downloading or opening any file through the Products, it will: (1) exercise reasonable caution when downloading or opening any files submitted by external parties through the Products; (2) accept the security and privacy risks associated with such files, including the risk of malicious software such as viruses or ransomware; (3) hold Phreesia harmless for any security or privacy incident resulting from Customer's download, use, or access of such file; and (4) ensure that Customer employs industry security measures when accessing the Products to protect the privacy and security of Customer's data and systems.
- 8.4 **Work Product.** Except as otherwise set forth on a SOW, Customer will have a non-exclusive, non-transferable (except as set forth in Section 12.2) license to use any Work Product developed by Phreesia in the performance of the Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with its use of the Products. Phreesia retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and, except as otherwise set forth on a SOW, all Work Product compiled or developed by Phreesia in the performance of this Agreement.
- 8.5 **Custom Content/Practice-Developed Content.** To the extent that Customer has requested Phreesia to include Custom Content or Practice-Developed Content in the Products that is not part of Phreesia content library, Customer understands and agrees to the requirements set forth in subparagraphs 8.5.1 through 8.5.5 below.

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8.5.1 The deployment of any Custom Content is subject to Phreesia's technical capabilities and limitations. By way of example, Phreesia may be able to display the text of the questions from the Custom Content yet not display the associated illustrations or images; Phreesia may be able to deploy the screening questions of the Custom Content yet not be able to automate its scoring, etc.

8.5.2 Customer represents and warrants that it has all proper right, title and interest in or possesses valid license rights to the Custom Content and/or Practice-Developed Content and can legally authorize Phreesia to: (1) reproduce, display and administer the Custom Content and/or Practice-Developed Content through the Products, (2) collect, aggregate, analyze, and store patient responses from such Custom Content and/or Practice-Developed Content, and (3) carry out other permitted activities, as set forth in this Agreement.

8.5.3 For each instance of Custom Content that Customer utilizes through the Product, Customer agrees to purchase a Clinical Expansion Package - Custom Content. The pricing for such purchase shall be set forth on an Order Form or addendum thereto. This subparagraph (4) shall not apply to any Practice-Developed Content.

8.5.4 Phreesia reserves the right, in its sole discretion, to remove the Custom Content and/or Practice-Developed Content from the Products without prior notice to Customer if Phreesia is notified that such content violates any intellectual property rights and/or any other applicable law, rule, regulation, or policy.

8.5.5 As between the Parties, Customer assumes any and all liability that directly or indirectly results from Customer's use of or Phreesia's utilization of any Custom Content and/or Practice-Developed Content (including any patient reported outcome or screening tool therein).

8.5.6 In the event Customer uses the Products to present or deploy Practice-Developed Content that does not comply with applicable law, Customer acknowledges and accepts that it will indemnify/hold Phreesia harmless in the event someone asserts an allegation that Phreesia and/or the Products violate such applicable law.

8.6 **Digital Patient Engagement ("DPE")**. Phreesia shall deliver Digital Patient Engagement ("DPE") to Customer through one of the options set forth on the [Exhibit E](#), as selected by Customer and set forth in an Order Form. Details around how patients will view the selected DPE content are set forth in the attached Exhibit. Customer acknowledges and agrees that: (i) to the extent that Customer has requested Phreesia to include the Customer Content developed by Customer, Customer grants to Phreesia a nonexclusive, royalty-free, right and license to use Customer's logo and trademarks on any DPE content sent to Customer's patients, and (ii) in the event that Customer Content (as defined in the attached DPE Exhibit) is sent to Customer's patients through the Products, Customer shall be solely responsible for such Customer Content. Customer may change its DPE election at any time and for any reason upon thirty (30) days prior notice to Phreesia. Customer's DPE selection shall not affect any other Products or Services then being provided to Customer.

8.7 **No Web Beacons**. The Customer agrees and acknowledges that its Customer Data and/or Custom Content (if applicable) will not include or use web beacons, trackers or pixels alone or in conjunction with cookies to compile information about Customer's and/or Users' usage of Phreesia Products and Services. For example, the Customer may not place web beacons in Customer Custom Content used for marketing engagements that notify the Customer when a User clicks on a link in the marketing communication that directs the User to one of the Customer's web sites.

## 9 **INDEMNIFICATION**

9.1 **Phreesia Indemnification**. Subject to Section 9.3 below, Phreesia will indemnify, defend and hold the Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer or any of its Affiliates alleging that the use of the Products as permitted hereunder infringes any United States copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Products in violation of this Agreement or applicable law, (b) use of the Products after Phreesia notifies the Customer to discontinue use because of an infringement claim, (c) any claim relating to any optional third party products or services (where Customer separately contracts for the use of such third party products or services with the third party or otherwise agrees to such third party's terms) or Customer provided content, Data or materials, (d) modifications to the Products made other than by Phreesia (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Products with software, materials or equipment which was not provided by Phreesia, to the extent that the Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Phreesia with the Customer's custom requirements or specifications if and to the extent such compliance with the Customer's custom requirements or specifications resulted in the infringement. If the Products are held to infringe, Phreesia will, at its own expense, in its sole discretion use commercially reasonable efforts either (i) to procure a license that will protect the Customer against such claim without cost to the Customer; (ii) to replace the Products with non-infringing Products; or (iii) if (i) and (ii) are not commercially feasible, terminate the Agreement or the applicable Order Form or SOW and refund to the Customer any prepaid unused fees paid to Phreesia for the infringing Products. The rights and remedies granted the Customer under this Section 9.1 state Phreesia's entire liability, and the Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

9.2 Each party agrees that it will be solely responsible for its own acts and omissions and the results thereof; and, shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risks and liabilities to itself, its agents, and its employees for any injury or death to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents and employees under this agreement and for any intellectual property infringement claims stemming from its own content or Confidential Information..

9.3 **Indemnification Procedure**. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced

thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

## 10 **INSURANCE**

- 10.1 Phreesia shall maintain in full force and effect during the term of any Order Form and SOW the following insurance: (a) Workers' compensation and employers' liability insurance with limits to conform with amounts required by applicable law; (b) Commercial general liability insurance with limits not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; and (c) Professional liability (Errors and Omissions) and Cyber Insurance each with limits not less than five million dollars (\$5,000,000) annual aggregate for all claims each policy year. As evidence of insurance coverage, upon request Phreesia shall deliver a schedule of insurance issued by Phreesia's insurance carrier showing such policies in force during the term of this Agreement.

## 11 **TECHNICAL SUPPORT**

- 11.1 During the term of the applicable Order Form, Phreesia will provide Customer with technical support services, Client Success and Support, which consist of: (i) assistance related to questions about the installation and operational use of the Products including the Dashboard; (ii) assistance in identifying and verifying the causes of suspected errors in any Product; and (iii) providing workarounds for identified Product errors or malfunctions, where reasonably available to Phreesia. Unless otherwise agreed to by the parties, all technical support is provided remotely (virtually). Customer shall designate a reasonable number of Customer employees to act as support liaisons to utilize the technical support services and will ensure that such persons will be properly trained in the operation and usage of the Products. Customer agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by Customer regarding the Product. Customer agrees to promptly implement all updates and error corrections provided by Phreesia under this Agreement. Designated Customer employees may contact Phreesia support directly from 4:00 a.m. to 12:00 a.m., EST, seven days a week. Customer may request additional support outside of these hours of operation. Support also includes access to Phreesia University, which provides a learning platform to train staff to use the Phreesia Products.

## 12 **GENERAL**

- 12.1 **Entire Agreement.** This Agreement, including the BAA, all other Exhibits hereto and all Order Forms and SOWs, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. For the avoidance of doubt, to the extent that the parties issue a new services agreement for the same Services with the purpose of recontacting to modify the following, including and without limitation: the integration, promotion extension, bill start date, pricing adjustments, or extension of the term, then the most recent service agreement executed shall take priority and shall be deemed to amend and replace the terms of the prior services agreement. Only a written change control that refers to the applicable Order Form and is duly signed by the authorized representatives of both Parties or a change notification sent by Phreesia may amend an Order Form. Phreesia may revise and update this Agreement from time to time, at its sole discretion. The date the Agreement was last updated is set forth at the top of the webpage. The Customer's continued use of the Products and/or Services following the posting of the revised Agreement means that the Customer accepts and agrees to the changes. For the avoidance of doubt, no amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of the Parties or (ii) the Customer continues to use the Products and/or Service after Phreesia has posted updates to the Agreement in this webpage and the Customer has not terminated the Agreement due to a Material Change event, as defined below. In the event that Phreesia makes a Material Change to the Agreement which substantially and negatively affects the rights and obligations of the Customer, the Customer shall have the right to terminate this Agreement with thirty (30) days prior written notice to Phreesia; provided that such notice shall be given no later than thirty (30) days after the effective date of the Material Change. In the event that the Customer has prepaid for Products and/or Services, then Phreesia shall refund any unused portion of the prepaid fees on a pro-rata basis, calculated from the effective date of the termination event defined in this Section. For the purposes of this Agreement, "Material Change" shall consist of: a.) Alterations to pricing structures, fees, or billing methods that result in a more than a 10% annual increase in the Customer's financial obligations; b.) Modifications to the Service Level Agreement (SLA) that materially and adversely affect the level of service provided by Phreesia; c) Changes to the data security and privacy practices that materially decrease the protection of the Customer's confidential information; and d) Changes in the functionality of the software that significantly diminish the utility or features that were initially offered to the Customer. Any inconsistent or conflicting terms and conditions contained in (i) any purchase order issued by the Customer shall be of no force or effect, even if the order is accepted by Phreesia and (ii) a Notice or change order shall take priority to the Agreement and/or Order Form or SOW, as may be amended. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.
- 12.2 **Assignment.** This Agreement shall be binding upon and for the benefit of Phreesia, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void. Notwithstanding the foregoing, either Party may assign this Agreement and all Order Forms and SOWs as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or business to which this Agreement relates. Phreesia may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that Phreesia shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their compensation.
- 12.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions and without regard to the United Nations Convention on the International Sale of Goods.

Last Updated: July 17, 2023

- 12.4 **Disputes.** Any disputes between the Parties arising out of this Agreement shall be resolved as follows: Members of the senior management of both Parties shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within fifteen (15) days, either Party may make a written demand for mediation. Within fifteen (15) days after such written notification, the Parties shall meet for one day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, then the dispute shall be resolved in the federal and state courts sitting in Ohio which shall have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either Party may seek injunctive relief in any court of competent jurisdiction.
- 12.5 **Headings.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 12.6 **Relationship of the Parties.** Phreesia and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of partners, employer and employee, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.
- 12.7 **Force Majeure.** Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.
- 12.8 **Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing (including email) and shall be deemed to have been delivered and given for all purposes one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or, in the case of email, by confirmation that such email has been received, to the address or email address of the receiving Party set forth on the applicable Order Form. A copy of any notices to be sent to Phreesia shall be sent to legal@phreesia.com and to 1521 Concord Pike, Suite 301, PMB 221, Wilmington, DE 19803 to the attention of "Legal Department". Either Party may change its address by giving written notice of such change to the other Party. For avoidance of doubt, Phreesia shall send invoices to Customer's designated email address set forth on the Order or to Customer's designated representative set forth on the Order.
- 12.9 **Publicity.** The Customer hereby grants Phreesia a nonexclusive license solely during the term of this Agreement to list Customer's name and display the Customer's logo in the customer section of Phreesia's website and to use Customer's name and logo in Phreesia's customer lists and other marketing materials. Phreesia may also publicly issue and distribute a "case study" relating to Phreesia's services performed on behalf of Customer. Any other use by Phreesia of the Customer's name, logo or trademark requires the Customer's prior written consent.
- 12.10 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.
- 12.11 **Counterparts.** The Parties hereby agree that: (i) this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement; (ii) this Agreement may be reproduced by any Party by photographic, computer imaging or similar process; (iii) any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence); (iii) any signature upon or within this Agreement that is electronically generated or transmitted (whether in or as a scanned document or digital image, including, without limitation, in or as any ".pdf", ".jpg", ".tiff" or any other digital format) shall be deemed a valid and legally binding signature with the same effect as if such signature were a manually signed original signature; and (iv) any such electronically generated or transmitted signatures upon or within this Agreement may be exchanged and/or delivered between or among the undersigned Parties.
- 12.12 **Waiver and Severability.** Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
- 12.13 **Exhibits.** The terms, covenants and conditions of any Exhibit attached to this Agreement shall supplement and/or amend the Agreement hereunder and are hereby incorporated by reference and shall constitute an integral part of the Agreement. If there is a conflict or inconsistency, whether direct or indirect, actual or apparent, between the terms and conditions of an Exhibit and the terms and conditions of the Agreement, the terms and conditions of the Exhibit shall govern and control.

## COLUMBUS PUBLIC HEALTH

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### BUSINESS ASSOCIATE AGREEMENT

**THIS CONTRACT** is entered into this 1 day of August, 2024, by and between Phreesia, Inc. (short name for Business Associate) and Columbus Public Health (CPH).

Check all that apply:

☐ CPH will make available and/or transfer to Business Associate (BA) confidential, personally identifiable health information in conjunction with the following function(s) to be performed by BA on behalf of CPH:

All services related to the underlying Master Services Agreement with CPH.

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☐ CPH will provide access to facilities, equipment and/or services which may result in unintentional disclosure of protected health information.

Such information may be used or disclosed only in accordance with the privacy regulations [45 CFR Sections 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC Sections 1320 –1320d-8], the regulations issued regarding breach notification for unsecured protected health information [45 CFR Parts 160 and 164] and the terms of this Contract.

### **Definitions**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 45 CFR 164.501 and Section 13402 (h) of the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009.

- (a) Access. As defined by 45 CFR Part 164.304, access is defined as the ability or the means necessary to read, write, modify or communicate data / information or otherwise use any system resource.
- (b) BA. “Business Associate” (BA) shall mean Phreesia, Inc.. A Business Associate, as defined by 45 CFR 160.103, as a person who creates, receives,

- maintains or transmits protected health information for a function or activity including claims processing or administration, data analysis processing or administration, utilization review, quality assurance, patient safety activities as listed in 42 CFR 3.20, billing, benefit management, practice management, repricing, legal, actuarial, accounting consulting, data aggregation, management, administrative, accreditation or financial services to or for CPH where the provision of the service involves the disclosure of protected health information from CPH, or from another business associate of CPH to the person. This definition includes a health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to CPH and that requires access on a routine basis to that protected health information. It also includes a person that offers a personal health record to one or more individuals on behalf of CPH. It also includes a subcontractor of a BA that creates, receives, maintains or transmits protected health information on behalf of the BA.
- (c) Breach. As defined by 45 CFR 164.402, a breach means the acquisition, access, use or disclosure of protected health information in a manner that compromises the security or privacy of the protected health information. In addition, such unauthorized release of protected health information is presumed to be a breach unless the BA can demonstrate that there is a low probability that the protected health information has been compromised based on a risk assessment of the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was actually acquired or viewed, and the extent to which the risk to the protected health information has been mitigated. Exclusions to the definition of a breach are listed in 45 CFR 164.402, *Breach*, (1)(i – iii).
  - (d) Covered Entity. As defined by the HIPAA Administrative Simplification regulations (45 CFR parts 160, 162, and 164) (HIPAA Rule) at Section 160.103, a covered entity is a health plan, health care clearinghouse, or health care provider that transmits any health information electronically in connection with a covered transaction, such as submitting health care claims to a health plan.
  - (e) Individual. Individual means the person who is the subject of the information and shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualified as a personal representative in accordance with 45 CFR 164.502(g).
  - (f) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information as in 45 CFR part 160 and part 164, subjects A and E.
  - (g) Protected Health Information. “Protected Health Information” (PHI) is individually identifiable health information that is transmitted or maintained in any form or medium, including electronic, verbal or paper information, and shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by the BA from or on behalf of CPH. Exclusions to this definition are listed in 45 CFR 160.103, *Protected Health Information*, (2)(i – iv).

- (h) Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (i) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.
- (j) Subcontractor. Subcontractor means a person to whom a BA delegates a function, activity, or service, other than in the capacity of a member of the BA's workforce, as defined in 45 CFR 160.103, *Subcontractor*.
- (k) Unsecured Protected Health Information. The HITECH Act at section 13402(h) defines this to mean protected health information that is not secured through the use of a technology or methodology specified by the Secretary of HHS under guidance at 13402(h)(2) of Public Law 111-5 that would render the information unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the aforementioned Public Law. The prescribed technologies and methodologies include encryption and destruction.

### **Obligations and Activities of BA**

- (a) BA agrees to submit the fully completed Business Associate Checklist for Evaluating HIPAA Compliance (BAC) attached to this document to CPH's HIPAA Privacy and Security Officer within 30 calendar days of receiving it.
- (b) BA agrees to remedy incomplete and/or unsatisfactory information CPH discovers in the BAC no later than 15 calendar days after CPH's notification to the BA of the need to do so.
- (c) BA agrees that negotiations between the BA and CPH will be delayed indefinitely until such time as BA provides satisfactory remedies to the issues CPH has identified with the BAC.
- (d) BA agrees to **not** use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (e) BA agrees that it will allow a BA that is its subcontractor to create, receive, maintain or transmit protected health information on its behalf only if the BA obtains satisfactory assurances in accordance with 45 CFR 164.314 (a) and 164.504 (e)(1)(i) that the subcontractor will appropriately safeguard the protected health information.
- (f) BA agrees to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the BA agree to comply with the applicable requirements of 45 CFR 164.314 (a)(2)(i – iii) by entering into a contract or other arrangement with such subcontractor that complies with the aforementioned section.
- (g) BA agrees to report to CPH any security incident of which it becomes aware, including breaches of unsecured protected health information as required by 45 CFR 164.410.
- (h) BA agrees to use appropriate safeguards to prevent use or disclosure of the PHI in addition to those authorized by this Agreement.

- (i) BA agrees to mitigate, to the extent practicable, any harmful effect that is known to the BA of a use or disclosure of PHI by the BA in violation of the requirements of this Agreement. The BA agrees to report to CPH any use or disclosure of the PHI not authorized by this Agreement.
- (j) BA agrees to ensure that any agent, including a subcontractor, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement.
- (h) To the extent BA has exclusive access to patients' PHI, which BA and CPH acknowledges is unlikely, BA agrees to provide patients' access to his or her PHI, at the request of CPH, and in a time and manner designated by CPH in accordance with 45 CFR 164.524.
- (i) BA agrees to make available for amendment and incorporate any amendments to the protected health information in accordance with 45 164.526.
- (j) BA agrees to document any such PHI disclosure and information related to such disclosure as required for CPH to respond to an individual's request to account for disclosures of PHI in accordance with 45 CFR 164.528.
- (k) BA agrees to provide to CPH or an individual, in the time and manner designated  
by CPH, information collected in accordance with the function(s) BA has performed on behalf of CPH as per this Agreement, to CPH to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528
- (l) BA agrees to monitor all appropriate Federal publications (CFR, etc.) for any issued guidance from the Secretary of Health and Human Services and to make its internal practices, books, and records available to the Secretary for purposes of determining CPH's compliance with 45 CFR 164.504.
- (m) BA agrees, in its activities of accessing, maintaining, retaining, modifying, recording, storing, destroying or otherwise holding, using, or disclosing PHI to comply with breach notification regulations as prescribed in the HITECH Act, Subtitle D, Section 13402, as described in the American Recovery and Reinvestment Act (HR1) of 2009.
- (n) BA agrees, in accordance with the HITECH Act, Subtitle D, Section 13401 to follow all administrative, physical, technical and policy and procedure portions of the HIPAA Security Rule (45 CFR Part 160 and Part 164, Subparts A and C).
- (o) BA agrees, upon request of CPH, to employ technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals that are consistent with the National Institute of Standards and Technology (NIST) Special Publications available at <https://www.nist.gov> . If the BA already has an established encryption process and methodology, the BA agrees to use it and to jointly establish the necessary encryption technical requirements to allow for the secure exchange of PHI.
- (p) BA agrees to implement reasonable systems for discovery of breaches in accordance with Page 42749 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations.
- (q) BA agrees to ensure that its workforce members and its agents are adequately trained and

aware of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.

- (r) BA shall, in accordance with Section 164.404(a) (2) of the HIPAA Privacy Rule and Section 164.410(a) (2) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, treat all breaches as discovered and report any and all breaches to CPH within five (5) business days from the first day the breach becomes known or should have been known by the BA in exercising due diligence. The BA shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable due diligence would have been known, to any person, other than the person who committed the breach, who is an employee, officer, or other agent of the BA as described in the Federal common law of agency.
- (s) BA agrees to provide the notification required by Section 164.410(a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations without unreasonable delay and in no case later than 60 calendar days after discovery of the breach, except as provided in Section 164.412 of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations. The number of days between discovery by the BA and reporting same to CPH shall be five (5) business days. The BA is not liable for failing to provide notification in cases in which it is not aware of a breach unless CPH would have been aware of the breach had it exercised reasonable diligence.
- (t) BA agrees that the notification required by Section 164.410 (a) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been accessed, acquired, used or disclosed during the breach.
- (u) BA agrees to provide CPH with any other available information that CPH is required to include in the notification to the individual under Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations at the time of the notification required by Section 164.410(a) of this section as promptly thereafter as information becomes available.
- (v) BA agrees that if a law enforcement official informs the business associate that a notification, notice or posting required under Section 164.412 the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations would impede a criminal investigation or cause damage to national security, the BA shall (1) delay such notification, notice or posting for the time period specified by the law enforcement official if the statement is in writing and specifies the time for which a delay is required; or (2) if the statement is made orally, the BA shall document the statement, including the identity of the official making the statement and delay the notification, notice or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 164.412(a) is submitted during that time.
- (w) BA agrees that in the event of a use or disclosure in violation of subpart E of Section 164.404(c) of the Federal Register / Vol. 74, No. 162 / Monday, August 24, 2009 / Rules and Regulations, the BA agrees that, as applicable, it shall have the burden of demonstrating that all notifications were made as required by that subpart if the use or disclosure did not constitute a breach as defined at Section 164.402

- (x) BA agrees that its obligation begins at the discovery of the breach and continues as long as related activity continues, until all effects of the information breach are mitigated.
- (y) BA agrees to report breaches to CPH's Privacy Officer, Shelly M. Mitchell, RHIA, by telephone 24 hours a day at (614) 645-2738 or via [smitchell@columbus.gov](mailto:smitchell@columbus.gov).
- (z) BA designates the following staff member Chief Privacy Officer, who can be reached at [privacyofficer@phreesia.com](mailto:privacyofficer@phreesia.com) as the point of contact for breaches.
- (aa) BA agrees that matters pertaining to PHI privacy and security shall be resolved to the satisfaction of CPH's compliance requirements.
- (bb) BA agrees to complete or participate in an investigation and/or risk assessment following a suspected information breach. Immediately following a suspected security breach, CPH and the BA shall collaborate on the performance of a risk assessment to determine if an impermissible use or disclosure of PHI constitutes a possible information security breach. The objective of the risk assessment shall be to determine the nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification, the unauthorized person who used the protected health information or to whom the disclosure was made, whether the protected health information was acquired or viewed and the extent to which the risk to the protected health information has been mitigated.
- (cc) BA agrees that if the risk assessment shows that individually identifiable PHI held by the BA has been breached, and the BA is found to be responsible for the breach, the BA shall work with CPH to notify the affected individual and mitigate the negative impact of the breach.
- (dd) BA agrees to notify CPH upon discovery of the breach and support CPH's 60-day notification compliance requirements by reporting suspected PHI security breaches immediately upon discovery.
- (ee) BA agrees to corroborate with CPH on the breach risk assessment and investigation and shall commit all necessary and appropriate staff and resources to ensure compliance with mandated timelines.
- (ff) BA agrees to commit the necessary resources and staff to ensure compliance with mandated timelines.
- (gg) BA agrees to be involved in the breach notification process, in which the BA may be delegated partially or fully in the notification process if appropriate, if it has been determined that the responsibility for the breach rests with the BA.
- (hh) Each party to this Agreement will be responsible for its own acts and omissions and the results thereof; and shall not be responsible for the acts and omissions of the other party and the results thereof. Each party agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to person or property resulting in any manner from conduct of its own operations and the operations of its agents or employees under this Agreement.
- (ii) Notwithstanding the limitations set forth in Sections 8.1 and 8.2, the cumulative aggregate limitation of liability for Phreesia's material breach of its data privacy and data security

obligations hereunder shall be limited to an amount equal to the greater of: (i) two (2) times the fees paid or payable under the order giving rise to the claims in the prior 12 months; or (ii) \$350,000.

- (jj) BA agrees that it shall ensure all provisions of this business associate agreement are contained in the business associate agreement of all subcontractors that access, maintain, retain, modify, record, store, destroy, or otherwise hold, use, or disclose unsecured PHI.
- (kk) BA agrees not to share CPH's protected health information such that the BA would directly or indirectly receive remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information, except to the extent an individual executes an Authorization, pursuant to 45 C.F.R. § 164.508, which allows for BA to do so.
- (ll) BA agrees upon termination of this contract, if feasible, to return or destroy all protected health information in any form which was received from, created for, or received by the BA on behalf of CPH. This includes copies, unless such return or destruction is not feasible, and if so, to extend the protections of this contract to that protected health information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (mm) BA agrees to authorize termination of the contract by CPH if CPH determines that the BA has violated a material term of the contract.
- (nn) In order to be compliant with the HIPAA Security Rule's due diligence requirement to evaluate safeguards of protected health information (§164.308 (b)(1)), BA agrees to complete the HIPAA/HITECH security checklist, the *Business Associate Checklist for Evaluating HIPAA Compliance*, in lieu of a full security assessment. BA agrees to complete this assessment in full within 30 days of receipt from CPH.

### **Obligations of CPH**

- (a) CPH shall provide the BA with the privacy policy that CPH practices at the time of acceptance of this agreement, as well as any changes to such policy within 90 days of enactment of the change, in accordance with 45 CFR 164.520.
- (b) CPH shall provide the BA with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the BA's permitted or required uses and disclosures.
- (c) CPH shall notify the BA of any restriction to the use or disclosure of PHI in accordance with 45 CFR 164.522
- (d) CPH shall monitor all appropriate Federal publications (CFR, etc.) for any issued guidance.
- (e) CPH shall jointly commit to establish with the BA the necessary encryption technical requirements to allow for the secure exchange of encrypted PHI.

- (f) CPH shall provide its workforce members and other agents with adequate training and awareness of the importance of timely reporting of privacy and security incidents and of the consequences of failing to do so.
- (g) CPH shall assist the BA in training its workforce members and other agents on CPH's specific or unique processes, as appropriate.
- (h) CPH, in accordance with Section 164.404(a)(2) of the HIPAA Security Rule, shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known to any person, other than the individual who committed the breach, who is a member of CPH's workforce or an agent of CPH.
- (i) CPH agrees that its obligation begins at the discovery of a breach and continues as long as related activity continues, until all effects of the information breach are mitigated.
- (j) CPH agrees to allow the BA to use the protected health information the BA has received from CPH for the proper management and administration of the BA or to carry out the legal responsibilities of the BA.
- (k) CPH agrees to allow the BA to disclose CPH's protected health information as required by law or if the BA obtains reasonable assurances from the person to whom the protected health information is disclosed that it will be held confidentially and used or disclosed only as required by law or for the purposes for which it was disclosed to the person and the person agrees to notify the BA of any known breaches of the protected health information.
- (l) CPH agrees to allow BA to use PHI to create de-identified data in accordance with HIPAA's de-identification requirements and Limited Data Sets, in accordance with HIPAA's Limited Data Set requirements. BA may use and disclose such de-identified health information and Limited Data Sets for any purpose permitted by law.
- (m) CPH agrees to allow BA to use PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

### **Permissible Requests by CPH**

CPH shall not request the BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule.

### **Term and Termination**

- (a) Term. The term of this Agreement shall be effective as of ***[Insert Effective Date]*** \_\_\_\_\_, and shall terminate when all of the PHI provided by CPH to the BA, or created or received by the BA on behalf of CPH, is destroyed (as indicated by a signed affidavit from the BA) or returned to CPH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (b) Termination for Cause. Upon CPH's knowledge of a material breach by the BA, CPH shall permit a reasonable period of time for the BA to cure the breach or end the violation. If the BA has breached a material term of this Agreement and a cure is not possible, then CPH may terminate this agreement. In addition, if the BA becomes aware of a subcontractor's material breach of its agreement with the BA, and the BA does not take action to cure the breach or the action is unsuccessful, the BA must terminate its contract with the subcontractor if feasible.

### **Additional Provisions**

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take action to amend this Agreement from time to time, as necessary, for CPH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of the BA under this Agreement shall survive the termination of this Agreement.
- d. Additional Resources. Information regarding HIPAA rules and regulations are available at:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/omnibus/index.html>

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seal and have executed this Agreement the day and year above written.

CONTRACTOR

COLUMBUS PUBLIC HEALTH

By:  \_\_\_\_\_  
4941E456FD1E451...  
Signature

By:  \_\_\_\_\_  
5631545F188F46E...  
Mysheika W. Roberts, MD, MPH  
Health Commissioner

Deanna Leitner                      Director, Deal Desk

\_\_\_\_\_  
Name/Title

6/12/2024  
\_\_\_\_\_  
Date

6/26/2024  
\_\_\_\_\_  
Date

Columbus Public Health  
Original Form March 21, 2003

Policy 211-RM - Attachment A  
Revised 02.16.2024

# CPH Business Associate Security Questionnaire

(Rev. 07.13.2023)

Columbus Public Health (CPH) has identified you as a Business Associate. In order to be compliant with the HIPAA Security Rule's due diligence requirement to evaluate the safeguards of Protected Health Information, (PHI) please complete this HIPAA/HITECH security questionnaire in lieu of a full security assessment. ***Alternatively, you can submit a copy of your HIPAA privacy and security policies and procedures to CPH's HIPAA Privacy and Security Officer, Shelly M. Mitchell, RHIA, (Telephone (614) 645-2738) within 30 days of receipt of this Business Associate Agreement. Please send your information to one of the following:***

- [smitchell@columbus.gov](mailto:smitchell@columbus.gov);
- Fax to (614) 645-0048; or
- Mail to 240 Parsons Avenue, Columbus, OH, 43215.

***Thank you!***

Business Associate Name: Phreesia, Inc. Date: April 17, 2024 Primary Contact Name:

Melissa Mitchell Title: Chief Privacy Officer \_\_\_\_\_ Phone: 888-654 7473 \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: [privacyofficer@phreesia.com](mailto:privacyofficer@phreesia.com) \_\_\_\_\_

## **Administrative Safeguards**

When was the date of the last inventory of where PHI is used, disclosed, stored, and transmitted to?  
Fall of 2023

When was the last risk analysis conducted? Fall of 2023

When was the last compliance assessment/evaluation conducted? Fall of 2023

Have identified compliance issues been mitigated Yes \_\_\_\_\_

Has a formal contingency plan been adopted? Yes \_\_\_\_\_

When was the last update of the contingency plan? Spring 2024

Is ePHI stored or accessed on portable media? No \_\_\_\_\_

What was the date of your last full back up performed? Ongoing, weekly full, daily differential, and

transaction logging every 12 minutes. \_\_\_\_\_

Is your back up stored off site? Yes \_\_\_\_\_

Is your back up encrypted? Yes \_\_\_\_\_.

Has a formal disaster recovery plan been adopted? Yes \_\_\_\_\_.

What was the last date when employees and management last underwent security training? All staff undergoes annual training in fall of each year and upon hire. \_\_\_\_\_

Were the applicable HITECH Act requirements included in the training (such as security incident response and breach investigation information)? Yes \_\_\_\_\_

### ***Physical Safeguards***

*Briefly* describe security measures in place to prevent unauthorized physical access, tampering, and theft of ePHI. Please use a separate page if needed. We can provide SOC2/HITRUST reports under mNDA.

### ***Technical Safeguards***

Do your systems automatically terminate after a period of inactivity? Yes \_\_\_\_\_

Do users have unique accounts to access ePHI? Yes \_\_\_\_\_.

Do you grant users local administrative rights on their workstations? No, only by exception process. \_.

Do you use a wireless network? No \_\_\_\_\_.

Do you send ePHI outside your network? Yes \_\_\_\_\_

Do you have a central repository for security events from applications, systems, and/or network devices?  
Yes \_\_\_\_\_

### ***Breach Notification***

*Briefly* describe your security incident response and breach notification policies. Please use a separate page if needed.

Have you appointed a security incident response team? Yes \_\_\_\_\_

Have you developed a security incident response plan? Yes \_\_\_\_\_

Do you send ePHI outside your network? Yes \_\_\_\_\_

### ***Third Party Vendors***

Do you use any third party vendor that uses, discloses, transmits or stores PHI? Yes \_\_\_\_\_

**The following is required to be completed for each third party vendor you utilize. Please use additional pages if needed to answer questions for each vendor:** We do not share our vendor list. Our key vendors are designated in our SOC2 report and our vendor management process is validated through our SOC2 and HITRUST audits.

**Third party vendor name:** \_\_\_\_\_ **Contact Number:** \_\_\_\_\_

Has a formal contract been executed with the third party vendor requiring the vendor comply with the HIPAA/HITECH Act privacy and security standards? \_\_\_\_\_

What was date of the last time you checked the third-party vendor's security measures? \_\_\_\_\_

Who is the third-party vendor's HIPAA security contact? \_\_\_\_\_

Phone(s): \_\_\_\_\_

**Please send the completed questionnaire to:**

Columbus Public Health  
Attn: Shelly M. Mitchell, RHIA  
[smitchell@columbus.gov](mailto:smitchell@columbus.gov)  
T: (614) 645-2738  
F: (614) 645-0048  
240 Parsons Avenue  
Columbus, Ohio 43215

*Thank you!*

**Document** DocuSigned by:  
*Deanna Leitner*  
Signature 4941E456FD1E451... Date 6/12/2024  
Printed Name Deanna Leitner Title Director, Deal Desk

**For CPH only:**

**Documentation Reviewed By:**

Signature *Shelly M Mitchell* Date *06-28-2024*  
Printed Name *Shelly Mitchell, RHIA* Title *Health Information  
Manager &  
HIPAA Privacy &  
Security Officer*  
Follow up Audit Required: (Y) (N)

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Sullivan Insurance Group, Inc.</b> <b>1 Mercantile Street</b> <b>Suite 710</b> <b>Worcester, MA 01608</b>	<b>CONTACT NAME:</b> Kellie J. Hanscom <b>PHONE (A/C, No, Ext):</b> 508471-9029 <b>E-MAIL ADDRESS:</b> khanscom@sullivangroup.com <b>FAX (A/C, No):</b> 508 797-3689														
<b>INSURED</b> <b>Phreesia, Inc.</b> <b>1521 Concord Pike</b> <b>Suite 301, PMB 221</b> <b>Wilmington, DE 19803</b>	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Chubb Group</td><td></td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Chubb Group		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Chubb Group															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36059266	03/27/2024	03/27/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			73608474	03/27/2024	03/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		78187796	03/27/2024	03/27/2025	EACH OCCURRENCE \$17,000,000 AGGREGATE \$17,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	71765489	03/27/2024	03/27/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property			36059266	03/27/2024	03/27/2025	Blanket BPP/EDP Limits \$34,523,896; \$5,000 Ded Replacement Cost

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Columbus  
Department of Health  
240 Parsons Avenue  
Columbus, OH 43215

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John T. Andrews*

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**VENDOR DETERMINATION FORM**

Phreesia Inc.

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

PHIG G502254

Grant Name and number: \_\_\_\_\_

Software development

Contract Description: \_\_\_\_\_

\$59,040

Contract Amount: \_\_\_\_\_ PO number: \_\_\_\_\_

**Section 1 – SUBRECIPIENT (FEDERAL FUNDS ONLY)**

**Description:** A subaward is for the purpose of carrying out a portion of the city's Federal award and creates a Federal assistance relationship between the city and the outside entity. Outside entities that include one or more of these characteristics are responsible for adherence to applicable Federal program requirements specified in the Federal award.

Characteristics which support the classifications of the outside entity as a subrecipient include when the outside entity:

- ☐ **Determines who is eligible to receive what Federal assistance;**
- ☐ **Has its performance measured in relation to whether objectives of a Federal program were met; (example, CPH will rely on subrecipient's data to submit it's own data)**
- ☐ **Has responsibility for programmatic decision making;**
- ☐ **In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.**

For profit agency- Use standard contract, under/over 50K (over 50K must be legislated)

Not for profit agency-Use Subrecipient Agreement- Not For Profit Service Contract. Object class: 03/63920. Do not complete page 2.

**Section 2 – BENEFICIARY (CARES/ARPA FUNDS) FISCAL MANAGER USE ONLY**

**Description:** A benefit is granted for purpose of maintaining standard operations and may be used for operating costs including personnel, supplies, equipment, rent, etc. Characteristics indicative of a beneficiary relationship between the city and an outside entity are when the outside entity:

- ☐ **Is facing reduced revenues and difficulty maintaining standard operations;**
- ☐ **Requires assistance for operating costs including payroll, rent, supplies, etc;**
- ☐ **Provides goods or services that are ancillary to the operation of the Federal program.**
- ☐ **Is receiving funding from the American Recovery Plan Act**

**Section 3 – CONTRACTOR**

**Description:** A contract is for purpose of obtaining goods and services for the city's own use and creates a procurement relationship with the outside entity. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- ☒ **Provides the goods and services within normal business operations; providing a service NOT provided by the city agency**
- ☒ **Provides similar goods or services to many different purchasers;**
- ☒ **Normally operates in a competitive environment;**
- ☒ **Provides goods or services that are ancillary to the operation of the Federal program.**

For profit- Use standard service contract, under/over 50K (over 50K must be legislated)

Not for profit agency- Go to page 2 to determine template to use

**FINAL DETERMINATION:**

☐ **SUBRECIPIENT**      ☐ **BENEFICIARY**      ☒ **CONTRACTOR**

**NOT FOR PROFIT AGENCIES****Section 1 – GRANT AGREEMENT**

**Description:** When financial assistance to a non-for-profit that provides general operating support to accomplish a particular **public purpose**. Characteristics which support the classifications of the outside entity as a grant agreement include when the outside entity:

- ☐ The recipient is planning on doing the work anyway;
- ☐ The amount of funding is determined by the City, typically in a response to a request;
- ☐ Agreements that include advance payments
- ☐ Providing funds for the purpose of distributing all or a portion of funds to residents in the forms of stipends, incentives, vouchers or other direct payments.

All Not-For-Profit agreements **over \$5,000 must be legislated** and must use the Grant Agreement Template.

\*insurance/workers comp not required\*. Use Object Class 05 / 65026 (funds must be appropriated there)

**Section 2 – NOT FOR PROFIT SERVICE CONTRACT**

**Description:** Agreement for the delivery of services to the public, which are NOT currently preformed or provided by an existing city agency. Characteristics indicative of a procurement relationship between the city and an outside entity are when the outside entity:

- ☐ Obligation from the not for profit to provide a service or product to the public;
- ☐ Work that is being done is provided solely on the result of being paid;
- ☐ Funding is calculated off of fair market;
- ☐ Organization will submit detailed invoices for services/products rendered.

Not for profit service contracts use the not-for-profit standard services contract. Over \$50K has to be legislated. Under \$50K does not have to be legislated. Insurance and Workers Comp are required. Use Object class 03/63920

**FINAL DETERMINATION:**

☐ Grant Agreement over \$5k ☐ Grant Agreement under \$5k ☐ Not-for-profit Service contract

Explanation of Determination if not clearly made by the criteria above:

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**FUNDING SOURCE OF CONTACT**

- ☐ CPH General fund
- ☐ Grant funded- State, private or local
- ☒ Grant funded- Federal -Query of findings from sam.gov and ohioauditor.gov attached

Katie Pettiford  
Employee Signature

6/3/2024  
Date

Susan Hager  
Supervisor Signature

7/2/2024  
Date



**Planned Maintenance Schedule**  
May 21, 2024  
SAM.gov will undergo scheduled maintenance on Tuesdays, Thursdays, and Fridays from 8:00 PM ET - 11:00 PM ET.  
  
These are planned maintenance events and will persist until further notice. During these maintenance windows, access to the site may be intermittent or disrupted.



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Simple Search



Search Editor

- ☐ Any Words 
- ☒ All Words 
- ☐ Exact Phrase 

e.g. 123456789, Smith Corp

- Classification 
- Excluded Individual 
- Excluded Entity 

Entity Name


- Phreesia Inc  
- Phreesia Inc 

Unique Entity ID

e.g. HTYR9YJHK65L 

CAGE / NCAGE



Federal Organizations 

Exclusion Type

☐ Ineligible (Proceedings Pending)

☐ Ineligible (Proceedings Complete)

☐ Prohibition/Restriction

☐ Voluntary Exclusion

Exclusion Program

Location

Dates

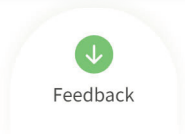
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0 Records found *criteria:* **Name Search:** Phreesia Inc. , **Entity Search:** - , **Month:** - , **Year:** - , **Status:** Unresolved

Name	Government Entity	Amount	Date Certified	Resolved
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There are no items to display

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