



GOODS AND SERVICES CONTRACT
Contract #

This Goods and Services Contract (this “Contract”) is entered into between _____ (“Contractor”), and CareOregon, Inc. (“CareOregon”), each individually a “Party” and collectively, the “Parties”.

ARTICLE I.

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties (“Effective Date”). Unless earlier terminated or extended, this Contract shall expire on _____.
- 2. Definitions.** “Purchase Order” or “PO” means a purchase order issued by CareOregon for the purchase of Goods and/or Services. “Goods” means any product, equipment, device, consumable, or any other type of good supplied by Contractor. “Service” means any service, resource, maintenance, or support supplied by Contractor. “Work” is defined as the Goods and/or Services defined in Exhibit A.
- 3. General Description of Work.** Contractor shall provide the following Work: _____, further described in **Exhibit A**.
- 4. Compensation.** CareOregon agrees to pay Contractor a sum not to exceed Write Out Number dollars (\$ _____) (“NTE”), for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
- 5. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall include the above contract number and describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments are normally made within 30 days following the date an accurate invoice is received. Contractor may not assess an overdue account charge in excess of eight percent (8%) per annum on outstanding balances. Contractor shall not submit invoices for, and CareOregon will not be obligated to pay, any amount in excess of the NTE compensation amount set forth above. If this NTE compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to:
covendorinvoices@careoregon.org.

- 6. Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the CareOregon Contractor Travel Reimbursement Allowance, hereby incorporated by reference and found at: <https://www.careoregon.org/about-us/vendor-resources>. Travel expense reimbursement is not in excess of the not to exceed compensation amount.
- 7. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A (Scope of Work), Exhibit B (**Add as applicable**).

8. Contractor and CareOregon Contract Administrators.

Contractor Administrator: Phone: Email:	CareOregon Administrator: Phone: Email:
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ARTICLE II.

- 1. ACCESS TO RECORDS.** During the term of the Contract and for a period of ten (10) years following the termination of the Contract, Contractor shall, upon written request, make available to any governmental agency, for CareOregon's compliance with legal or regulatory requirements, all books and records of Contractor that are necessary to verify the nature and extent of the charges for the Work provided herein. The provisions of this Section shall survive the termination of this Contract.
- 2. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 3. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall, at all times during the term of this Contract and at Contractor's own expense, comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of the Work under this Contract. Contractor shall provide copies of such applicable current valid licenses and/or permits upon request.
- 4. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 5. GOVERNING LAW AND DISPUTE RESOLUTION.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

The parties agree to negotiate to resolve any disputes in good faith and may use mediation services to facilitate a resolution. If the parties are unable to resolve the dispute through negotiation and mediation, then upon written demand by either party, any dispute arising out of or in connection with this Contract, including any question regarding its existence, interpretation, validity, or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The place of arbitration shall be Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator. Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Contract.

- 6. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Each Party ("Indemnifying Party") hereby agrees to defend, indemnify and hold harmless the other Party ("Indemnified Party"), its officers, directors, and employees from and against third party claims, loss, liability, expense (including reasonable attorneys' fees), judgment or settlement contribution arising from injury to person or property, arising from any negligent act or omission on the part of Indemnifying Party's officers, directors, or employees in connection with or arising out of: (a) Work performed under this Contract; (b) any breach or default in performance of any of Indemnifying Party's obligations in this Contract including, without limitation, any breach of any warranty or representation. In the event that either Party,

its officers, directors, or employees are made a party to any action or proceeding by reason of any matter for which the Indemnifying Party has hereby agreed to indemnify the Indemnified Party, then the Indemnifying Party, upon notice from Indemnified Party, shall defend such action or proceeding on behalf of Indemnified Party at the Indemnifying Party's sole cost and expense. Notwithstanding the foregoing, no defense or settlement shall be made without the prior written approval of the Indemnified Party, which shall not be unreasonably withheld. Each Party shall have the right to designate its own counsel if it reasonably believes the Indemnifying Party's counsel is not representing the Indemnified Party's best interest. This indemnity shall not be limited by reason of any insurance coverage required under this Contract and shall survive termination of this Contract.

7. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although CareOregon reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, CareOregon cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of CareOregon for any purpose, including, but not limited to the Contractor's sole responsibility for payment of any Federal or State taxes required as a result of this Contract. This Contract is not intended to entitle the Contractor to any benefits generally granted to CareOregon employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
8. **INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below which shall be primary and non-contributory. A checked box indicates the coverage is required. If the box is not checked, it is not required. The insurance requirements outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name CareOregon as an additional insured on commercial general liability and business automobile liability policies. Contractor shall provide CareOregon with a waiver of subrogation in favor of CareOregon for commercial general liability and workers' compensation, if applicable. Proof of insurance and notice of any material change should be submitted to the following email address: CareOregon Procurement Department, 315 SW Fifth Ave., Portland, OR 97204 or procurement@careoregon.org.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.	
<input type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.	
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.	
<input type="checkbox"/> Required – Commercial Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.	
<input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$300,000 per accident for Bodily Injury and Property Damage.	
<input type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.	
<input type="checkbox"/> Required - Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.	

The policy(s) stated herein shall provide primary insurance for all claims made pursuant to performance of this Contract. Any insurance or self-insurance maintained by CareOregon shall be excess and non-contributory. Contractor shall provide CareOregon with a waiver of subrogation in favor of CareOregon for Contractor's commercial general liability and workers' compensation, if applicable.

Contractor understands that the provisions of this Section may necessitate that Contractor purchase "tail insurance" if its coverage lapses or "nose insurance" and/or "tail insurance" if Contractor changes insurance carriers, even after this Contract has terminated. Should Contractor's insurance coverage change, lapse or be terminated while this Contract is in effect, Contractor shall provide CareOregon with 30-day advance written notice.

10. FEDERAL HEALTHCARE PROGRAM ELIGIBILITY. Contractor represents and warrants that, to the best of its knowledge, its officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320a-7b (f), and to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Contractor agrees to notify CareOregon of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Contractor represents that any employee, manager responsible for administering or delivering services hereunder, or subcontractor is not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) List of Excluded Individuals and Entities and System for Award Management (SAM) exclusion list. Additionally, if an employee or subcontractor is identified to be on such lists, that employee or subcontractor will immediately be removed from any work related directly or indirectly to all Work pursuant to this Contract and Contractor shall take appropriate corrective actions. CareOregon shall have the right to immediately terminate this Contract upon learning of any such exclusion.

Contractor shall, as soon as commercially practicable, register itself with the federal System for Award Management (SAM). Information regarding registration with SAM may be found at <https://www.sam.gov>.

11. FEDERAL FIRST TIER, DOWNSTREAM, RELATED ENTITY ELIGIBILITY AND COMPLIANCE REQUIREMENTS. To the extent that Contractor is deemed a First Tier, Downstream, and Related Entities ("FDR") as defined by the Centers for Medicare & Medicaid Services ("CMS"), CareOregon may monitor or audit Contractor's performance under this Contract to ensure compliance will all applicable CMS regulations. Contractor agrees to comply with all applicable Medicare laws, regulations, and CMS instructions per 42 C.F.R §§ 422.504(i)(4)(v) and 423.505(i)(4)(iv). Contractor shall comply with the Medicare Compliance Addendum, hereby incorporated by reference and found at <https://www.careoregon.org/about-us/vendor-resources>.

12. EQUAL OPPORTUNITY. CareOregon and Contractor shall, to the extent applicable, abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ, advance in employment and treat qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13. LIMITATION OF LIABILITIES. Except for liability arising under or related to Article II, Section 16 or Section 22 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.

14. NOTICES. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 7. If notice is sent to CareOregon, a copy shall also be sent to:
Procurement Services, 315 SW Fifth Avenue, Portland, OR 97204, or procurement@careoregon.org.
Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during CareOregon's normal business hours (Monday – Friday, 8:00 a.m. to 5:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

15. OWNERSHIP OF WORK PRODUCT. Contractor acknowledges and agrees that all reports and other work product resulting from the Work, and all rights and interests therein, shall be "Works for Hire" and the sole property of CareOregon, and Contractor agrees to execute any instruments requested by CareOregon during or after completion of the Work to effect transfer to CareOregon any rights Contractor may retain in such product.

Such "Works for Hire", which for purposes of this Contract, shall include, but is not exclusive to, written materials, stories, articles, images, symbols, design, trademark, videos, media content and any other materials or content developed by Contractor pursuant to providing Work under this Contract. Any existing intellectual property of CareOregon used in developing the Works for Hire of performing the Work remains the property of CareOregon under all circumstances.

Any existing intellectual property owned by Contractor prior to the Effective Date or that was not created nor produced as part of performing the Work herein or with use of CareOregon intellectual property ("Contractor IP") remains the property of the Contractor under all circumstances. However, should Contractor include any Contractor IP in the Works for Hire, Contractor shall grant CareOregon a non-exclusive, royalty-free, perpetual license to use such Contractor IP in the Works for Hire. If a Works for Hire includes third-party intellectual property, Contractor shall secure for CareOregon a non-exclusive, royalty-free, perpetual license or other agreement with comparable rights for CareOregon to use such third-party intellectual property. The provisions of this Section shall survive the termination of this Contract.

16. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to CareOregon that:

- A. Contractor has the power and authority to enter into and perform this Contract;
- B. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- C. Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
- D. Contractor is an independent contractor as defined in ORS 670.600;
- E. Performance Warranty: Contractor warrants the Goods and/or Services will be free from defects in design, workmanship, and materials; and that the Goods and/or Services will consistently perform according to the requirements of the Contract (including the then-current published specifications or documentation for the Goods/Services);
- F. Service Warranty: Contractor's employees (and contractors, if permitted) will have the certifications, skills, and qualifications necessary to perform Services in a timely, competent, and in accordance with the highest professional workmanlike standards of the applicable industry and law.
CareOregon's failure to inspect and test a Good/Service will not relieve Contractor from its obligations under the Contract, including any testing, inspection, warranty, and quality control responsibilities. CareOregon agrees to provide Contractor reasonable access to the Goods for purposes of repair or replacement under this Service Warranty; and
- G. Warranty Period: The warranty period for the Goods and/or Services will be at least twelve (12) months from acceptance (or delivery if acceptance is not applicable); and

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The provisions of this Section shall survive the termination of this Contract.

- 17. CONFLICT OF INTEREST.** It is understood and agreed that Contractor may work as an independent contractor for competitors of CareOregon. However, at no time during the term of this Contract will Contractor act individually for or be employed by, render services for, act on behalf of, or have any interest, direct or indirect, in, any person, company or firm that might place them in conflict with the performance of Work under this Contract, unless such action is approved by CareOregon in writing.
- 18. SEVERABILITY.** The provisions of the Contract shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Contract shall be effective and binding upon the parties.
- 19. SUBCONTRACTS AND ASSIGNMENTS.** Unless specifically identified in this Contract, Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or delegate, assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from CareOregon, which shall be granted or denied in CareOregon's sole discretion. In addition to any provisions CareOregon may require, Contractor shall require that any permitted subcontract under this Contract include the same requirements of Article II as if the subcontractor were the Contractor. CareOregon's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 20. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 21. TERMINATIONS.** This Contract may be terminated with or without cause by either party upon thirty (30) days' prior written notice to the other party. In addition, either party shall have the right to immediately terminate this Contract at any time for cause upon written notice to the other party. For purposes hereof, cause is defined as: (1) breach of any provision of this Contract; (2) inability to perform said Work or incompetence demonstrated in performance of Work under this Contract; (3) reasonable belief that any employee(s) of the Contractor performing Work under this Contract has violated any applicable or relevant laws or regulations; (4) the bona fide appearance of a conflict of interest; and (5) fraud, dishonesty, substance abuse, or personal conduct which may harm the business and/or reputation of either party.

If either party terminates this Contract, Contractor shall immediately cease work on the date notice is given and promptly render an invoice for all work done through the date of termination. CareOregon shall pay the final invoice for such work and all costs reasonably attributable to such termination, but not for work not yet performed. If CareOregon had prepaid for services that were not performed, Contractor will reimburse the remaining balance. Following any notice of termination of this Contract, both parties shall fully cooperate in all matters relating to finishing pending Work and the orderly transfer of any such pending Work to CareOregon.
- 22. REMEDIES.** If terminated by CareOregon due to a breach by Contractor, then CareOregon shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for Work delivered and accepted by CareOregon, less any setoff to which CareOregon is entitled.
- 23. NO THIRD PARTY BENEFICIARIES.** CareOregon and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or

otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform the Work in the State of Oregon prior to executing this Contract.
- 26. FORCE MAJEURE.** Neither CareOregon nor Contractor shall be held responsible for delay or default caused by events outside CareOregon or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

Notwithstanding the above, impacts to the Work as a result of the COVID-19 pandemic shall not be considered a Force Majeure event unless such impact is a result of a new restrictive governmental requirement that substantially impacts either party's ability to fulfill the responsibilities under this Contract.

- 27. WAIVER.** The failure of CareOregon to enforce any provision of this Contract shall not constitute a waiver by CareOregon of that or any other provision.
- 28. CONFIDENTIALITY.** Contractor acknowledges that in the course of performing the Work, Contractor will likely be given access to confidential and proprietary business information of or about CareOregon, including without limitation, contract terms (inclusive of the terms of this Contract), business relationships, potential collaborations, trade secrets, payor lists, Personal Information (as defined in ORS 646A.602(12)), information considered confidential and restricted under other Oregon State and Federal laws, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to CareOregon and its business and its relationships in amounts not readily ascertainable ("CareOregon Data"). Accordingly, Contractor shall: (i) hold all CareOregon Data in the strictest confidence; (ii) return all CareOregon Data to CareOregon upon completion of Work; and (iii) not disclose CareOregon Data to any third party or make use of it for any purpose other than providing the Work to CareOregon. Contractor further understands that unauthorized use or disclosure of such information may result in civil and criminal liability under State and/or Federal law; and Contractor agrees that damages would be an inadequate remedy in the event of Contractor's breach of confidentiality. CareOregon shall be entitled to obtain immediate injunctive relief, in addition to all other remedies available in law or in equity, in the event Contractor breaches the provisions of this Paragraph.

Contractor agrees to comply with all reasonable requests by CareOregon to ensure the confidentiality and nondisclosure of the CareOregon Data, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by CareOregon, from each of Contractor's employees, agents, and subcontractors who are performing services, and providing copies of such agreements to CareOregon; and (b) performing criminal background checks on each of Contractor's employees, agents, and subcontractors who are performing services, and providing a copy of the results to CareOregon.

Contractor shall report, either orally or in writing, to CareOregon any use or disclosure of CareOregon Data not authorized by this Contract or in writing by CareOregon, including any reasonable belief that an unauthorized individual has accessed CareOregon Data. Contractor shall make the report to CareOregon

immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure.

Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) CareOregon Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by CareOregon.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective action (including credit monitoring services) arising from disclosure of such CareOregon Data caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

27. MARKETING AND ADVERTISING. Both parties agree that they shall obtain written permission prior to using the other party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign or in any brochure, written information, television or radio announcements, or in any other medium or manner whatsoever. Such permission may be given or withheld at either party's sole, absolute, and arbitrary discretion.

28. PROTECTION OF PATIENT PRIVACY AND SECURITY. Work as defined in this Contract at the date of execution do not require that Contractor have access to Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act, as amended to date ("HIPAA"). If at a later date, Parties determine Contractor requires access to PHI in order to perform the Work, Contractor shall not be provided access or take possession of any PHI until CareOregon's Business Associate Agreement is executed by the Parties, which shall be incorporated by reference to this Contract.

The Parties have determined that Contractor requires access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI") under the Health Insurance Portability and Accountability Act, as amended ("HIPAA") to perform the Work herein and prior to Contractor receiving access to any PHI, the Parties shall promptly execute CareOregon's Business Associate Agreement, which is incorporated by reference to this Contract. Notwithstanding the execution of a Business Associate Agreement, Contractor and CareOregon agree to implement and maintain systems that protect PHI, as required by HIPAA.

29. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to CareOregon except as to latent defects, fraud, and Contractor's warranty obligations.

30. INSPECTIONS. The Goods and/or Services furnished under this Contract will be subject to inspection and test by CareOregon at times and places determined by CareOregon. If CareOregon finds the Goods and/or Services furnished to be incomplete or not in compliance with the Contract, CareOregon, at its sole discretion, may either reject the Goods and/or Services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the Goods and/or Services to CareOregon at a reduced price, whichever CareOregon deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by CareOregon, CareOregon may reject

the Goods and/or Services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit CareOregon's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 31. WARRANTIES.** Contractor warrants the following: (i) Goods will be free from defects in design, workmanship, and materials; (ii) Performance Warranty: the Goods and/or Services will consistently perform according to the requirements of the Contract (including the then-current published specifications or documentation for the Goods/Services); (iii) the warranty period for the Goods and/or Services will be at least twelve (12) months from acceptance (or delivery if acceptance is not applicable); and (iv) Service Warranty: Contractor's employees (and contractors, if permitted) will have the certifications, skills, and qualifications necessary to perform Services in a timely, competent, and in accordance with the highest professional workmanlike standards of the applicable industry standards and law. CareOregon's failure to inspect and test a Good/Service will not relieve Contractor from its obligations under the Contract, including any testing, inspection, warranty, and quality control responsibilities. CareOregon agrees to provide Contractor reasonable access to the Goods for purposes of repair or replacement under this Service Warranty.
- 32. GOODS RETURNS AND RECALLS.** If Goods/Services are nonconforming to the Contract, CareOregon may, at its option, return any or all of the Goods/Services at Contractor's expense for a full refund or require Contractor to promptly replace, repair, or re-perform non-conforming Goods/Services without any penalty, termination, restocking, or cancellation fees. Contractor must notify the CareOregon Contract Administrator of any Goods recalls not more than 24 hours after Contractor first learns of the recall. Contractor must monitor the recall status and provide specific information regarding the recall and instructions regarding the appropriate action to be taken by CareOregon. Contractor must reimburse CareOregon for its costs associated with the correction of a recall and actions taken in response to a recall.
- 33. ORDERING.** CareOregon may order Goods and/or Services under this Contract by issuing a PO. Except for the purpose of initiating an order of specific Goods and/or Services, no additional terms contained in the PO or Contractor's quote/proposal shall modify the terms of this Contract. CareOregon may change a PO at any time prior to shipment by issuing a change notice. CareOregon is not required to place any minimum orders or pay any minimum ordering charges for goods/services.
- 34. [OPTIONAL] CRIMINAL BACKGROUND CHECK REQUIREMENTS.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform Work under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of CareOregon may perform Work under this Contract or be given access to Personal Information, Confidential Information, or access to CareOregon facilities.
- 35. [OPTIONAL] KEY PERSONS.** Contractor acknowledges and agrees that a significant reason CareOregon is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the Contract. Under this Contract, CareOregon is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless CareOregon provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide CareOregon with such Key Person's services unless CareOregon provides prior written consent to such reassignment or transfer.
- 27. [OPTIONAL] ON-CALL CONTRACT BASIS.** This Contract is on an "on-call" or "as-needed basis" for Work. When CareOregon wishes Contractor to perform the Work, CareOregon will submit an

official CareOregon Scope of Work Form (“SOW Form”) (found at: <https://www.careoregon.org/about-us/vendor-resources>) detailing the scope of work and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the SOW Form has been executed by the parties. In the event a project authorized under the SOW Form extends beyond the expiration of this Contract, the SOW Form Work shall remain in effect under the terms of this Contract until the completion or expiration of the authorized SOW Form. No SOW Form shall modify or amend the terms and conditions of this Contract. For each authorized SOW Form, a project specific department representative shall be identified for coordination of the Work.

28. **[OPTIONAL] CAREOREGON DATA SECURITY REQUIREMENTS.** The Work contemplated under this Contract includes Contractor having access to CareOregon Data systems, hosting CareOregon Data on Contractor’s systems (or subcontracted systems), or both. CareOregon requires that Contractor maintain commercially reasonable and prudent infrastructure and controls to protect CareOregon Data. Contractor shall be required to comply with the terms of the CareOregon Data Security Requirements in **Exhibit X**, attached and hereby incorporated by reference. In the event of any conflict between the CareOregon Data Security Requirements and the CareOregon Business Associate Agreement, the CareOregon Business Associate Agreement shall take precedence.
29. **[OPTIONAL] HOSTED SOFTWARE.** The Work contemplated under this Contract includes Contractor providing hosted software or platform, or online content, that is made available for CareOregon’s use via the internet. Contractor shall be required to comply with the Terms and Conditions for Cloud Services in **Exhibit X**, attached and hereby incorporated by reference. In the event of any conflict between the Terms and Conditions for Cloud Services and any applicable Contractor license/subscription terms or click-through agreements, the Terms and Conditions for Cloud Services shall take precedence.
30. **ENTIRE AGREEMENT.** The Contract and the exhibits and attachments hereto contain a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the parties regarding any of the subject matter contained herein. The Contract may be modified only in writing, signed by the parties hereto.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Contractor Name

CareOregon, Inc.

Authorized Signature

Date

XXXXXX

Date

Name / Title (Printed)

Oregon Business Registry #

Entity Type / State of Formation

EXHIBIT A
GOODS AND SERVICES CONTRACT
SCOPE OF WORK

Services

1. [Provide the description of services to be provided]
2. [Describe any necessary data or other work from CareOregon]
3. [Describe anything else pertinent to the services]

Deliverables

1. [Specify any deliverables, such as reports, summaries, other work product to be provided to CareOregon]

Timeline

1. [Define the timeline of when the services will be performed]
2. [Include any milestones and targets and the related dates]

Rates and Payment

1. [Describe the rate or set price for the services]
2. All prices, rates, and charges for goods/services are stated in the Contract and are firm during the term of the Contract. Prices for goods are FOB Destination, Freight Included.