

## CAREOREGON PURCHASE ORDER STANDARD TERMS AND CONDITIONS

**1. DEFINITIONS:** "Work" collectively means the goods and/or services being supplied by Contractor to CareOregon. "Purchase Order" or "PO" means the entire written agreement between the parties, including these Standard Terms and Conditions – See also "Order of Precedence" below; "Contractor" means the party named in the Purchase Order with whom CareOregon has contracted to provide the Work; "ORS" means the Oregon Revised Statutes; and "CareOregon" means CareOregon, Inc.

**2. ASSIGNMENT/SUCCESSORS IN INTEREST:** Contractor shall not assign, transfer, or subcontract rights, or delegate responsibilities under this PO, in whole or in part, without the prior written approval of CareOregon. No such written approval shall relieve Contractor of any obligations of this PO, and both Contractor and any transferee shall remain liable to CareOregon as if no such assignment had occurred. The provisions of this PO shall be binding upon and shall inure to the benefit of the parties to the PO and their respective successors and assigns.

**3. ACCESS TO RECORDS:** Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant CareOregon and its duly authorized representatives access to the Records, including reviewing, auditing, copying, and making transcripts.

**4. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996 as amended; and the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all regulations and administrative rules established pursuant to the foregoing laws.

**5. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**6. HOLD HARMLESS:** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless CareOregon and its board members, officers, agents, and employees from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees.

**7. GOVERNING LAW, JURISDICTION, VENUE:** This PO shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Upon written demand by either party, any dispute arising out of or in connection with this PO, 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 in 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 PO.

**8. WARRANTIES:** Unless otherwise stated, all equipment shall be new current model and carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material, and manufacture and to be in compliance with bid specifications. Upon delivery, all warranties shall automatically transfer to CareOregon. Contractor shall undertake all steps necessary to effectuate the foregoing. Work shall be performed in good and workmanlike manner and in accordance with the highest professional standards.

**9. DELIVERY:** Deliveries shall be F.O.B. Destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until formal inspection and acceptance when responsibility shall pass to CareOregon except as to latent defects, fraud and Contractor's warranty obligations. Time is of the essence and CareOregon reserves the right to cancel any undelivered portion of this order for failure by the Contractor to deliver on time. Contractor assumes responsibility of delay notwithstanding the cause. All hazardous materials must have the material safety data sheet provided at time of delivery.

**10. INSPECTIONS:** Work furnished under this PO shall be subject to inspection, test and approval by CareOregon at times and places determined by the CareOregon. If CareOregon finds Work furnished to be incomplete or not in compliance with specifications, CareOregon may reject the Work and require Contractor to either correct them without charges or deliver them at a reduced price which is equitable under the circumstances as determined by CareOregon. If Contractor is unable or refuses to correct such Work within a time deemed reasonable by CareOregon, CareOregon may cancel the order in whole or in part without penalty or cost. All invoices, packing lists, packages, shipping notices, and any other written document affecting this PO shall contain the applicable PO number. Packing list(s) shall be enclosed with each and every shipment pursuant to this PO, indicating the content therein. Nothing in this paragraph is to in anyway 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.

**11. PAYMENT:** Payment for completion of CareOregon contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate invoice is received whichever is later. Contractor may not access an overdue account charge in excess of eight percent (8%) per annum on outstanding balances. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the Work was performed, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

**12. TERMINATION:** (i) The parties may terminate this PO by mutual agreement; (ii) CareOregon may terminate this PO at any time for convenience with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and CareOregon shall pay Contractor for the Work delivered and accepted prior to the termination date; (iii) if Contractor breaches any PO provision or is

declared insolvent, CareOregon may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.

**13. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its control, including events such as war, riots, insurrection, terrorism, acts of God, or other disasters. CareOregon may terminate this PO without liability to Contractor upon written notice after determining such delay or default will reasonably prevent performance of this PO.

**14. WAIVER/BREACH OF CONTRACT:** CareOregon's failure to enforce any provision of this PO is not a waiver or relinquishment by CareOregon of its rights to such performance in the future or to enforce any other provision.

**15. CAREOREGON NAME AND TRADEMARK:** Contractor shall not use names, marks or trademarks identifying CareOregon, or any department or office of CareOregon, or in any other way identify CareOregon without prior written approval from CareOregon.

**16. INSURANCE:** Contractor shall secure at its own expense and keep in effect during the term of the performance under this PO, general liability or professional liability insurance as deemed applicable by CareOregon with limits not less than one million dollars (\$1,000,000) per occurrence with an aggregate amount of \$2,000,000, unless otherwise specified in writing by CareOregon. If requested, Contractor shall provide proof of insurance of said insurance policy and name CareOregon as an additional insured on said policies. Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its subcontractors, if any, comply with these requirements.

**17. ORDER OF PRECEDENCE:** This PO includes the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence: (i) The solicitation document issued by CareOregon and its attachments and addenda, if any; and (ii) this PO including its Terms and Conditions, Contractor's bid, proposal or quote. *In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor's acceptance of this PO constitutes a complete and absolute waiver of such requirement.*

**18. EMPLOYMENT STATUS AND CONFLICTS:** Contractor certifies that it is not an employee of CareOregon. Contractor further certifies that it has not offered any gifts, financial incentive or other enticements to a CareOregon employee, a CareOregon employee relative as defined in ORS 244.020(15), or an employee's or relative's business in exchange for a contract.

**19. INDEPENDENT CONTRACTOR STATUS:** The Work to be provided under this PO are those of an independent contractor. Contractor is solely and entirely responsible for any applicable state and federal taxes applicable to this PO. Contractor's employees are not entitled to any of the benefits that CareOregon provides its employees.

**20. TRAVEL AND EXPENSE REIMBURSEMENT:** If any travel or expense reimbursement is authorized in this PO, CareOregon will only reimburse Contractor in accordance with the CareOregon Contractor Travel Reimbursement Policy, hereby incorporated by reference.

**21. INTELLECTUAL PROPERTY:** All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this PO, including derivative works and compilations, together the "Work Product", and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of CareOregon.

**22. CONFIDENTIALITY OF BUSINESS INFORMATION:** Contractor acknowledges that in the course of providing Work, Contractor will likely be given access to confidential and proprietary business information of or about CareOregon, including without limitation contract terms, business relationships, potential collaborations, trade secrets, payor lists, 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. Accordingly, Contractor shall: (i) hold all such information in the strictest confidence; (ii) return all such information to CareOregon upon completion of providing Work; and (iii) not disclose such information 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.

**23. 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 or manager responsible for administering or delivering Work hereunder 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 is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this PO and Contractor shall take appropriate corrective actions. CareOregon shall have the right to immediately terminate this PO upon learning of any such exclusion.

**24. 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.