EXHIBIT X

**CAREOREGON DATA SECURITY AGREEMENT
FOR TIER 3 CONTRACTORS**

This Data Security Agreement ("Agreement") outlines the security measures and data protection expectations between CareOregon and Contractor concerning confidential and sensitive information. This Agreement aims to ensure the secure handling of data while maintaining legal and industry compliance.

1. **CareOregon Data.** "CareOregon Data" is defined as all confidential and proprietary business information including but not limited to contract terms, business relationships, potential collaborations, trade secrets, payor lists, Personal Information (as defined in ORS 646A.602(12)), Protected Health Information (as defined in 45 C.F.R. § 160.103), 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.

2. **Security Measures.** Contractor is responsible for establishing and maintaining a comprehensive security program that adheres to industry standards and legal requirements. This program should safeguard protected health information (PHI) and sensitive data. Upon request, Contractor shall share its security program with CareOregon.

3. **Audits and Assessments.** CareOregon may at its own expense perform annual audits, focusing on compliance with data security measures. Contractor shall provide requested documentation or material within 45 days and address any findings in a timely manner. At Contractor's request and agreed to by CareOregon, upon, a documented security or risk assessment performed by contractor or by contractor's designated representative may be substituted for a CareOregon audit.

4. **Data Handling, Storage, and Encryption.** Contractor shall store, process, and transmit CareOregon Data solely on servers located within the United States. Data must be stored, processed, and transmitted in accordance with industry best practices. Encryption shall be applied to any and all CareOregon Data to protect data at rest and during transmission.

5. **Data Use.** Contractor agrees to use CareOregon Data solely for the purposes specified in this Contract or accompanying Data Use Agreement, if applicable. CareOregon Data shall not be shared, distributed, or repurposed across applications, environments, business units, Subcontractors or other interested third parties of Contractor without written consent from CareOregon.

6. **Non-disclosure.** Unauthorized use or disclosure of CareOregon Data is prohibited. Where possible, Contractor shall implement necessary internal controls, segregation of duties, and non-disclosure agreements to prevent unauthorized access to CareOregon Data. Contractor shall limit staff knowledge of CareOregon Data to those who are require access to perform job duties.

7. **Data Breach.** Contractor shall promptly notify CareOregon of any known or suspected data breaches. Efforts shall be made to mitigate the breach's impact, and corrective actions taken to prevent future occurrences. ***Breach notification shall be reported to the following email address: securityprivacy@careoregon.org.***

8. **Damages.** Contractor indemnifies and holds CareOregon harmless from costs arising from data breaches, including notification, forensic, credit monitoring, and legal expenses.

9. **Data Ownership.** Unless defined in a separate Data Use Agreement, CareOregon retains ownership of CareOregon Data. Contractor holds a limited, non-exclusive license to access and use CareOregon Data solely for fulfilling contractual obligations. Nothing herein shall be construed to confer any license or rights.

10. **End of Agreement Data Handling.** Upon contract termination, Contractor shall securely erase, destroy, and certify in writing the destruction of CareOregon Data within 30 days unless otherwise defined in a

separate Data Use Agreement. Contractor will notify CareOregon if destruction is not possible due to constraints due to HIPAA security and privacy rules, State regulation, or other legal requirement.

11. **Subcontractors.** All subcontractors with access to CareOregon Data must comply with this Agreement. Upon request by CareOregon, Contractor shall disclose to CareOregon all subcontractors or service providers that have access to CareOregon Data. Contractor shall notify CareOregon of any changes or additions of subcontractors with access to CareOregon Data.

12. **Legal Disclosures.** Contractor shall cooperate with CareOregon in legally required data disclosures, notifying CareOregon prior to any disclosure if practicable and legally permissible.

13. **Contact Person.** Contractor shall designate a responsible contact person for security-related matters who may be reached within one business day. Changes to the contact person shall be communicated to CareOregon within 15 days.