



CAREOREGON, INC.
CONTRACT ADDENDUM
Contract #

This Contract Addendum ("Addendum") is entered into by CareOregon, Inc. ("CareOregon") and ("Contractor").

This Addendum shall be attached to, and incorporated into, the [Description of contract being attached] ("Vendor Agreement"). As used below, "Contract" means this Addendum and the Vendor Agreement and "Services" refers to the goods and/or services described in the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

1. Term. The Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on . This Contract or any Order Form may be extended only if ninety (90) days prior to the then expiration date, the Contractor provides a written quote to CareOregon for a one-year (unless the parties negotiate otherwise) renewal term, and CareOregon accepts a renewal term by the issuance of a CareOregon purchase order or agrees to a new Order Form. Except for the renewal term and associated fee, no other terms and conditions of the original Contract may be changed through this process.

2. Contractor and CareOregon Contract Administrators.

Table with 2 columns: Contractor Administrator and CareOregon Administrator. Rows include Phone, Email, and Address.

3. Invoices and Payments. Invoices shall reference the purchase order number ("PO-00xxxx") assigned to this Contract and shall be emailed to covendorinvoices@careoregon.org. If the invoice does not reference the noted PO number, there may be a delay in processing and paying the invoice without penalty to CareOregon. Payment for completion of CareOregon contracts are 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 assess 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 Services were performed, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

4. Fee Escalation Cap. In the event any Order Form, Statement of Work, or any other contract authorizing Services is entered into between the parties, any applicable fee shall not increase by more than three percent (3%) over the prior year fees.

5. Travel and Other Expense. 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.

6. 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. 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 proof of insurance and shall provide CareOregon at least 30 days prior notice of any policy material change, lapse, or termination. Proof

of insurance and any notification shall be emailed to: CareOregon Procurement Department at vendorservices@careoregon.org.

Required insurance: [Insurance requirements will be adjusted to risk of the project]

- Workers' Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of not less than \$2,000,000 for bodily injury and property damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of not less than \$2,000,000 for damages caused by error, omission, or negligent acts.
- 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.
- Umbrella coverage in the sum of \$2,000,000 and will apply over all required liability policies, without exception.

The policy(s) stated herein shall provide primary and non-contributory 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.

- 7. Governing Law, Jurisdiction, Venue:** 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 or 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.

- 8. Termination.** (i) The parties may terminate this Contract by mutual agreement; (ii) CareOregon may terminate this Contract 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 Services delivered and accepted prior to the termination date; (iii) if Contractor breaches any Contract provision or is declared insolvent, CareOregon may terminate this Contract 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.

- 9. CareOregon Entities.** Contractor understands and agrees that the Contract is between CareOregon, Inc., however the goods/services may be used for services to its subsidiary or affiliated entities including: Health Plan of CareOregon, Inc. dba CareOregon Advantage (Medicare), Columbia Pacific CCO, LLC, and Jackson County CCO, LLC dba Jackson Care Connect and all of the respective subsidiaries and successors of the foregoing.
- 10. 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 Services under this Contract. Contractor shall provide copies of such applicable current valid licenses and/or permits upon request.
- 11. Limitations of Liability or Statute of Limitations.** Any limitation of liability included in the Vendor Agreement shall not apply to claims for bodily injury, property damage, intellectual property infringement, or data breach events. In the event any limitation of liability provision limits the maximum the Contractor is responsible for claims other than the claims listed above, such limitation of liability of damages shall not be less than the insurance policy amount listed in Paragraph 6 (Insurance). Any provision in the Vendor Agreement that limit the applicable statute of limitations is hereby void.
- 12. Records.** 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 Services under this Contract. Contractor shall provide copies of such applicable current valid licenses and/or permits upon request.
- 13. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 14. Subcontractors.** Unless specifically identified in this Contract, Contractor shall not enter into any subcontracts for any of the Services 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 this Addendum 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. In no event may Contractor subcontract Services to an entity or have Services provided by employees outside the United States or a territory of the United States without CareOregon's express written permission.
- 15. Offshore Services.** Unless specifically authorized in this Contract, all Services shall be provided within the United States or a Territory of the United States (America Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands). This requirement applies to Contractor's employees, subcontractors, and location where CareOregon Data will be accessed or stored.
- 16. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 17. 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.

18. Confidentiality. Contractor acknowledges that in the course of performing the Services, 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), Protected Health Information (as defined below), 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 Services; and (iii) not disclose CareOregon Data to any third party or make use of it for any purpose other than providing the Services 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; (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; and (c) confirmation of disposition of CareOregon Data upon expiration or termination of this Contract by completing and executing the Confidential Information Disposition Agreement, hereby incorporated by reference and found at <https://www.careoregon.org/about-us/vendor-resources>.

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.

19. Prohibited use of Aggregated or De-Identified Data. Notwithstanding anything in the Vendor Agreement, Contractor may only use CareOregon Data, including data that is ‘aggregated’ or de-identified’, solely for the express business purposes of providing the goods and/or services to CareOregon as stated in the Contract.

20. Aggregated or De-Identified Data Limitations. Unless otherwise expressly agreed to in the Contract, Contractor agrees to use all CareOregon Data, including data that is ‘aggregated’ or ‘de-identified’, solely for the business purposes of providing the goods and/or services to CareOregon as stated in the Contract. To the extent the Contract allows for other uses of CareOregon Data that has been aggregated or de-identified (“Aggregated Data”), Contractor agrees to maintain that Aggregated Data in as much confidence as it would any other confidential information. Contractor shall not use or disclose Aggregated Data in any manner that would reveal the identity of CareOregon members or allow others to reidentify related Protected Health Information, and shall not reverse engineer or combine the Aggregated Data in any manner that would allow CareOregon Data to be reidentified. Contractor liability for any data breach involving Aggregated Data, as well as Contractor’s reporting requirements under this Contract, shall be the same as for unaggregated

CareOregon Data. For avoidance of doubt, Contractor agrees it shall not sell Customer's Confidential Information.

- 21. 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.
- 22. 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 debarred, suspended, or 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 subcontractor responsible for administering or delivering services 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. Contractor and its subcontractors will review the OIG and SAM excluded parties lists prior to initial hiring or contracting, and then monthly thereafter to ensure that employees and subcontractors providing services under the Contract are not so debarred, suspended or excluded. 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>.
- 23. 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 with 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>.
- 24. Equal Opportunity.** CareOregon and Contractor shall abide by all applicable federal, state, and local laws, including but not limited to the requirements of 41 CFR 60-300.5(a), 60-741.5(a), and 42 U.S.C 2000e to 2000e-17. 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. CareOregon and Contractor shall 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.
- 25. Software License.** Title to software provided by Contractor under this Contract remains with Contractor, except with respect to any Services. To the extent software provided by Contractor is licensed rather than purchased by CareOregon, Contractor hereby grants to CareOregon, for the benefit of CareOregon and its affiliated entities, a non-exclusive, worldwide, perpetual and unlimited (unless a limitation on the number of users, computer systems or other similar restrictions on CareOregon's usage is expressly stated in the Vendor Agreement license to install, display, access, store and use any software and documentation supplied by Contractor to CareOregon the Contract (including any updates or modifications thereof) for

CareOregon's business purposes. This license grant includes, at no additional charge, the right to make and use a reasonable number of copies of the software and documentation for testing, back-up, archival and disaster recovery purposes, all updates, upgrades and new releases made generally available, and use of the documentation for internal training, support and deployment. To the extent any software delivered hereunder incorporates third party materials, including, without limitation, open-source software, Contractor warrants that it has the right to sublicense such third-party materials to CareOregon consistent with the Vendor Agreement and hereby grants a license in such third-party materials to the full extent of the license in the software. CareOregon may permit its consultants and contractors to exercise its rights under this license for the purpose of providing services to CareOregon.

- 26. Precedence of Parent Contract.** Notwithstanding anything contained in any online 'clickwrap' or other online terms of service, the terms of this Contract shall take precedence. No online terms of service may modify or supersede the terms of this Contract, except through incorporation by written amendment, signed by both parties. To the extent their actions are within the ordinary course of business and consistent with the purposes of this Contract, no CareOregon authorized user accessing any software provided by Contractor shall be held individually liable for use of the software merely by using Contractor's software or by agreeing to any online terms of service on behalf of CareOregon.
- 27. 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 anything above, Contractor shall maintain and exercise business continuity plans and take all reasonable commercial actions to restore services.

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.

- 28. Business Continuity.** Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that CareOregon's recovery time objective (RTO) of 8 hours and recovery point objective of 24 hours is met. The plan should broadly adhere to national or international business continuity standards such as NFPA 1600 or ISO 22301. The plan should be reviewed and updated as required by operational needs and at minimum once per year. Revisions should address changes to technology, functions, procedures, or personnel that could impact the integrity and viability of the plan.

Contractor shall communicate planned service impairments two weeks ahead of impacts and unplanned impairments as soon as practical but no later than within sixty minutes of discovery. Preliminary findings from service disruptions will be reported within three business days of occurrence, with written findings and formal corrective action plan with remediation steps, ownership and timelines shared within one month of occurrence.

In addition, the following apply:

- a. Copies of the plan(s) must be shared annually with CareOregon.
- b. Contractor must test business continuity and disaster recovery plan annually and provide written results of performance test along with corrective action plan to CareOregon within one month of test completion.
- c. Contractor will provide a 24/7 contact as well as point of escalation. In the event of service disruption, Contractor will work 24/7 to restore services and provide written updates on status every eight hours.

- 29. Protection of Patient Privacy and Security.** 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 as Exhibit X. Notwithstanding the execution of a Business Associate Agreement, Contractor and CareOregon agree to implement and maintain systems that protect PHI, as required by HIPAA.
- 30. [Optional] Hosted Software.** The Services 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.
- 31. CareOregon Data Security Requirements.** *[The tier is set by our IT Security team for each contract and the risk associated with that contract.]* 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.

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

XXXXXX

CareOregon, Inc.

Authorized Signature

Date

XXXXXXXXXX

Date

Name/Title (Printed)