

**CONTRACT TERMS & CONDITIONS  
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1. RELATIONSHIPS

OHSU and ENTITY intend that their relationship be that of independent contractors at all times and for all purposes under this Contract. Neither Party shall be considered an agent of the other, nor shall either Party be responsible for any act or omission of the other Party. Each Party is solely and entirely responsible for its acts and the acts of its employees, agents, and subcontractors during the performance of this Contract. No employee or agent of either Party is entitled to any of the benefits provided by the other Party to its employees or agents.

2. INDEMNIFICATION

Each Party shall be responsible for its own acts and omissions and shall not be responsible for the acts and omissions of the other Party.

3. INSURANCE

If marked on the face of the Contract, ENTITY shall maintain in force at its own expense each of the insurances listed below:

- (a) Commercial General Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.
- (b) Professional Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for damages caused by error, omission or negligent acts related to any professional services to be provided under this Contract. Any deductible shall not exceed \$25,000 each claim, incident or occurrence.

These insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon, and must also have an A.M. Best rating of A or better. If written on a claims made basis, the commercial general and professional liability insurance shall be maintained for a period of not less than two (2) years following the expiration or termination of this Contract. OHSU and its officers and employees shall be included as an additional insured in these insurance policies.

Before work under this Contract is commenced, ENTITY shall furnish acceptable certificates of insurance as evidence of insurance coverage required by this Contract to OHSU. The certificate(s) shall specify all of the parties who are additional insureds. If requested, ENTITY or its insurer(s) shall provide complete policy copies to OHSU. The ENTITY shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) required by this Contract without thirty (30) days written notice from the ENTITY or its insurer(s) to OHSU.

4. WORKERS COMPENSATION

ENTITY, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers.

5. GOVERNING LAW

**THIS CONTRACT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON.** ANY CLAIM, ACTION, OR SUIT BETWEEN OHSU AND ENTITY THAT ARISES OUT OF OR RELATES TO PERFORMANCE OF THIS CONTRACT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE CIRCUIT COURT FOR MULTNOMAH COUNTY, OREGON. PROVIDED, HOWEVER, THAT IF ANY SUCH CLAIM, ACTION OR SUIT MAY BE BROUGHT ONLY IN A FEDERAL FORUM, IT SHALL BE BROUGHT AND CONDUCTED SOLELY AND EXCLUSIVELY WITHIN THE UNITED STATES DISTRICT COURT OF OREGON. ENTITY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## 6. SEVERABILITY

In the event that any provision of this Contract is rendered invalid or unenforceable by any law or regulation, or declared null and void by any court of competent jurisdiction, that part shall be reformed, if possible, to conform to law and if reformation is not possible, that part shall be deleted, the remainder of the provisions of this Contract shall, subject to this paragraph, remain in full force and effect.

## 7. WAIVER

The failure of OHSU to enforce any provision of this Contract shall not constitute a waiver by OHSU of that or any other provision.

## 8. COMPLIANCE WITH APPLICABLE LAW

ENTITY agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work to be done under this Contract. The ENTITY agrees to comply with all federal and state laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, or handicap. Failure or neglect on the part of the ENTITY to comply with any or all such laws, ordinances, rules and regulations shall not relieve the ENTITY of these obligations nor of the requirements of this Contract. ENTITY warrants that it has verified the employment eligibility of all its employees to work in the United States in accordance with applicable governmental standards including, but not limited to, E-Verify (if applicable to this Contract).

## 9. ASSIGNMENT

ENTITY shall not assign or transfer its rights nor delegate its obligations under this Contract, in whole or in part, without the prior written consent of OHSU.

## 10. ACCESS TO RECORDS

ENTITY shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain any other records relating directly to this Contract. OHSU and its representatives, and if applicable, the federal government and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of ENTITY which relate to this Contract, to perform examination, and audits and make excerpts and transcripts. Except when a longer retention period is specified in this Contract, such books and records shall be maintained by ENTITY for three (3) years from the date of Contract expiration or termination unless a shorter period is authorized in writing.

## 11. FORCE MAJEURE

Neither OHSU nor ENTITY shall be held responsible for delay or default caused by fire, riot, strike, acts of God, or war which is beyond the affected Party's reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Contract. Notwithstanding any other termination provision, either Party may terminate this Contract upon written notice to the other Party after determining such delay or failure is beyond the control of the Party and shall reasonably prevent successful performance in accordance with the terms of the Contract. OHSU may terminate this Contract upon written notice after determining such delay or default shall reasonably prevent successful performance of this Contract.

## 12. CONFIDENTIALITY

All Parties agree that all patient clinical records (PHI) shall be maintained to protect and ensure patient confidentiality, in accordance with the Health Insurance Portability and Accountability Act (HIPAA) regulations.

## 13. THIRD PARTY BENEFICIARIES

OHSU and ENTITY 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, directly or indirectly, to third Parties unless such third Parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

#### 14. ATTORNEY FEES

In the event any litigation or dispute between OHSU and ENTITY arises out of or in connection with this Contract, each Party shall pay their own attorneys' fees associated with any such proceeding.

#### 15. FEDERAL AND STATE PROGRAM ELIGIBILITY

Each Party represents and warrants that it is not Excluded from participation, and is not otherwise ineligible to participate in a "federal health care program," as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government payment program ("Excluded"). In the event either Party is Excluded or becomes otherwise ineligible to participate in any such program during the term of this Contract, the Excluded Party shall notify the other Party in writing within three (3) days after such event. Whether or not such notice is given, either Party may immediately terminate this Contract upon written notice to the other Party.

#### 16. OFFICE OF FEDERAL AGREEMENT COMPLIANCE PROGRAMS (OFCCP)

If applicable to this Contract, the requirements of Executive Orders 13496 and 11246 and 41 CFR part 60 are hereby incorporated by reference. Information about EO 11246 can be found at:  
<http://www.dol.gov/compliance/guide/discrim.htm>.

#### 17. CONFLICT OF INTEREST LANGUAGE

ENTITY acknowledges that OHSU uses ethical business and contracting practices and that OHSU does not take into account any gifts or sponsorship provided by ENTITY. ENTITY certifies that neither it nor its employees or agents have, with an intent to establish or maintain a business relationship with OHSU, provided any gift or sponsorship having more than minimal value: (i) to any person working on behalf of OHSU involved in the negotiation of the Contract; or (ii) to any person with authority on behalf of OHSU to enter into the Contract.

#### 18. DIVERSITY

ENTITY acknowledges that OHSU represents it: (i) is committed to diversity within OHSU and within our community, (ii) is committed to developing business relationships that encourage affirmative action and the participation of emerging small businesses and businesses owned by women and minorities, and (iii) encourages and supports the development of minority business enterprises, women business enterprises, and emerging small businesses that meet high quality standards by offering business opportunities available through OHSU contracts.

In order to show that OHSU values and supports diversity efforts in its contracting partners, OHSU may request information from ENTITY about its diversity related efforts and programs. If possible, when requested, ENTITY shall provide such information to OHSU.