**EXHIBIT A TO PRICE AGREEMENT**

**FORM OF SERVICE ORDER CONTRACT**

Price Agreement # **6242**

Service Order #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (“**Agency**”), and **Diana Bianco**, an individual d/b/a Artemis Consulting(“**Contractor**”), hereby enter into a contract for services (“**Service Order Contract**” or “**SOC**”) that consists of this document, all terms and conditions set forth in Exhibit 2, and the Price Agreement entered into by and between **Diana Bianco**, an individual d/b/a Artemis Consultingand **State of Oregon** acting by and through between the **Department of Administrative Services** (“**DAS**”) (the “**Agreement**”). Upon receipt of all approvals required by law and full execution by both DAS and Contractor this Service Order Contract is effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ (the “**SOC Effective Date**”).

**RECITAL**

**A.** Agency is involved in a dispute or a project that requires the services of an Alternative Dispute Resolution (**ADR**) Provider. That dispute or project is known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Matter**”). Contractor desires to perform the services described in this SOC (“**Services**”) with respect to the Matter.

**AGREEMENT**

The parties agree as follows:

**1. Defined Terms.** Capitalized terms not otherwise defined in this SOC have the meanings assigned to them in the Agreement.

**2. Agreement Incorporated by Reference.** The Agreement is incorporated by reference as though fully set forth in this SOC.

**3. SOC Term**. Unless extended or terminated earlier in accordance with its terms, this SOC shall terminate when Agency has accepted and paid Contractor in full for all completed Services that are required under this SOC (“SOC Term”). SOC termination shall not extinguish or prejudice Agency’s right to enforce this SOC with respect to any default by Contractor that has not been cured.

**4. Statement of Work**. Contractor shall perform, in accordance with the terms and conditions of this SOC, the Services of a Public Policy Facilitator by assisting governmental entities and diverse stakeholders to reach agreement on controversial public policies or public projects within a complex legal, political or regulatory context as more fully set forth in Exhibit 2, Statement of Work, in accordance with the terms and conditions of this SOC.

**5. Consideration**.

**5.1 Maximum Not-To-Exceed Compensation**. The maximum, not-to-exceed compensation (“Maximum NTE Comp”) payable to Contractor by Agency under this SOC is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which includes all hourly rates for services, costs, and expenses agreed to in Section 5 of the Agreement in the amounts of, and for the number of hours, identified in the SOW attached to this SOC. Agency will not pay Contractor any amount in excess of the Maximum NTE Comp for completing the Services unless otherwise agreed to in an Amendment made in accordance with Section 7.4 of the Agreement, and will not pay for Services performed after the termination of this SOC. Agency will pay Contractor only for completed Services that are accepted by Agency, such acceptance shall not be unreasonably withheld.

**5.2 Source of Compensation.** When checked below, the following provisions also apply:

**🞎 Splitting Contractor’s Compensation**. Some or all of the other Participants (“Participants” means **anyone who participates in the ADR process**) in the Matter will compensate Contractor for Contractor’s services associated with this Matter. Contractor’s compensation from the other Participants is subject to agreement between Contractor and the other Participants, and Contractor shall look solely to the other Participants for any compensation the other Participants have agreed to pay Contractor for those services. Agency is not liable for, nor will Agency pay for, any compensation owed to the Contractor by any of the other Participants. Other Participants’ failure to pay Contractor shall not relieve Contractor of any of Contractor’s obligations under this SOC. Agency shall pay Contractor for these specific Services based on (check one):

 🞎 $\_\_\_\_\_\_ per hour, which equals \_\_\_\_\_\_\_% of Contractor s hourly rate as specified in Section 3.1 of this SOC above.

🞎 A fixed amount of $\_\_\_\_\_\_\_\_\_\_

🞎 $\_\_\_\_\_\_ per hourly rate as specified in Section 5.1 of this SOC above.

**🞎 Limiting Compensation for Initial Matter Assessment or process design activities. *[This Optional Clause is available for use when Agency wants to limit that portion of the Contractor’s compensation.]*** Agency shall pay Contractor a maximum amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_ for initial planning, matter assessment or process design activities as described in Exhibit 2, Statement of Work. This amount is included in the maximum amount by Agency as specified in Section 5.1 of this SOC above.

 **5.3** **Payment Terms.** Contractor shall submit invoices in accordance with standards set forth in Section 6 of the Agreement, which shall be submitted at intervals and in amounts

agreed to in Exhibit 2, the SOW. All invoices shall be submitted to Agency’s contract administrator via [email] [U.S. Mail]at the following address:

 *Enter Name of Contract Administrator Here*

 *Enter email or physical address for Contract Administrator Here*

 *Enter phone number of Contract Administrator Here*

**5.3.1** Notwithstanding Section 3.5 of this SOC or anything to the contrary in Exhibit 2 to this SOC, the SOW,,in no event shall Contractor be paid for any Services or reimbursed for any expenses under this SOC until Agency receives an accurate and complete W-9 Form from Contractor.

**6. Additional Responsibilities for Confidentiality and Neutrality.** In addition to performing as represented and warranted under Section 10, Contractor’s Representations and Warranties, of the Agreement, to the extent Contractor is providing alternative dispute resolution (ADR) services, Contractor:

**6.1** Shall act in an impartial manner, conducting **the ADR process (i.e.,** the mediation, facilitation, collaborative process or public involvement process) **fairly, diligently, even-handedly, and with no personal stake in the outcome** and s**hall avoid actual potential or perceived conflicts of interest that can arise from the Contractor’s involvement with the Matter or with the Participants** (“Participants” means **anyone who participates in the ADR process**)**, whether past or present, that reasonably could raise a question about the mediator’s impartial regard, including without limitation: (a) representing or acting on behalf of one or more of the Participants in the Matter or a related proceeding, or (b)** engage in any other services on behalf of any of the Participants involving the same or significantly related issues, unless all of the other Participants provide their prior, written, informed consent**;**

 **6.2** Acknowledges and agrees that Contractor is not acting as a judge, has no authority to force a solution or agreement upon Agency and other Participants, and shall not propose any solution, settlement offer or agreement without the consent of Agency and other Participants;

**6.3** Shall preserve the confidentiality of the process consistent with the Agency’s and other participant’s desires, subject to the requirements of ORS 36.220 through 36.238, if applicable, and other provisions of law; and

**6.4** Shall not reveal information disclosed to the Contractor in a private meeting with Agency or one or more of the other Participants, without the disclosing Participants’ or Agency’s consent; and

**6.5** Shall have a continuing responsibility to disclose to all Participants any pre-existing relationships or conflicts of interest, both actual and likely, as they develop and become known to Contractor. Contractor understands and agrees that for the purposes of determining Contractor’s knowledge of the existence of an actual or likely conflict of interest, all facts which the Contractor knew, or by the exercise of reasonable care should have known, will be attributed to Contractor.

**7. Termination; Remedies.**

**7.1 Termination by Agency.** Agency and Contractor may agree to terminate the SOC at any time. Agency may terminate the SOC for any reason or no reason immediately upon written notice to Contractor or at such other date as Agency may specify in such notice.

**7.2 Termination by Contractor.** Contractor may terminate the SOC for any reason or no reason effective upon delivery of thirty (30) days written notice to Agency.

**7.3 Agency Remedies**. In addition to any other rights and remedies Agency may have under the SOC, Agency may terminate or modify the SOC immediately upon delivery of written notice from Agency to Contractor, or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:

**7.3.1** Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for the Services;

**7.3.2** Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services are prohibited or Agency is prohibited from paying for the Services from the planned funding source;

**7.3.3** Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under the SOC, fails to perform the Services within the time specified herein, or so fails to pursue the Services as to endanger Contractor's performance under the SOC in accordance with its terms, and fails to cure such breach, default or failure within five (5) business days after delivery of written notice from Agency, or such other period as Agency may authorize or require.

**7.4 No Prejudice of Rights.**  Termination of the SOC does not extinguish or prejudice Agency’s right to enforce the SOC with respect to any default by Contractor that has not been cured. Termination pursuant to this Section shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**7.5 Contractor Remedies; Agency Liability for Expenses.** If Agency terminates the SOC or if Agency is in default and whether or not Contractor elects to exercise its right to terminate the SOC, Contractor’s sole monetary remedy is a claim for: (a) unpaid and accepted invoices; and (b) hours worked and authorized expenses incurred within any limits set forth in the SOC, but not yet billed. In no event shall Agency be liable to Contractor for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Subsection, Contractor shall pay immediately any excess to Agency upon written demand provided in accordance with the notice provisions of the SOC.

**7.6 Return of Property.** Upon termination of the SOC for any reason, Contractor shall immediately deliver to Agency all of Agency’s property (including without limitation any deliverable for which Agency has made payment in whole or in part) that is in the possession or under the control of Contractor in whatever stage of development such Agency property is embodied at that time. Upon receiving a notice of termination of the SOC, Contractor shall immediately cease all activities under the SOC, unless Agency expressly directs otherwise in such notice of termination. Upon Agency's request and consistent with applicable confidentiality laws, Contractor shall surrender to anyone Agency designates, all documents, research or objects or other tangible things needed to complete the Services and any deliverable.

**7.7 Rights and Obligations.** Except as expressly identified in this SOC, and except for the rights and obligations for any communications between Contractor and Agency or Notices to be given under this SOC, which shall be made in accordance with Section 25 of the Agreement and sent, as applicable, to either: (a) Contractor or (b) Agency, with a copy to DAS, at the following addresses:

**Agency Notice**: *Enter Name of Contract Administrator Here*

 *Enter Agency Name Here*

 *Enter physical address for Contract*

 *Administrator Here*

 *Enter Email address of DAS Contact Here*

 *Enter phone number of Contract Administrator Here*

**DAS Notice:** *Enter Name of DAS Contact*

 *Enter DAS Title Here*

 Department of Administrative Services

 *Enter physical address for DAS Contact Here*

 *Enter Email address of DAS Contact Here*

 *Enter phone number of DAS Contact Here*

**Contractor Notice***: Enter Name of Contractor Contact*

 *Enter Contractor Title Here, if any*

 *Enter Contractor Firm Name Here, if any*

 *Enter physical address for Contractor Here*

 *Enter Email address of Contactor Here*

 *Enter phone number of Contract Administrator Here*

**7.8 Remedies Not Exclusive.** The rights and remedies provided in this Section are not exclusive, and are in addition to any other rights and remedies provided by law or under the SOC.

**8. Email Copy of Executed SOC.** Within 7 business days of full execution of this SOC, Contractor shall email a copy of such SOC to the Oregon Department of Justice ADR Coordinator at: adr@doj.state.or.us

**9. Insurance.** Throughout the SOC Term Contractor shall carry, at its own cost and expense, the types of insurance at the limits agreed to in Exhibit B to the Agreement which is incorporated by reference as though fully set forth in this Section. Contractor shall provide Agency’s contract administrator with a certificate of insurance prior to commencing any Services or performing any work under this SOC.

**10. Order of Precedence.**  This SOC is executed pursuant to the Agreement. This SOC consists of the following documents, which are listed in descending order of precedence:

Exhibit 1, the Price Agreement, less its Exhibits

This SOC, less its Attachments and Exhibits

Exhibit 2, Statement of Work

Exhibit B, Insurance, to the Price Agreement

**11. Certifications**. The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual’s knowledge that:

**11.1 Authority to Act.** The individual signing on behalf of Contractor is authorized to act on Contractor’s behalf, has authority and knowledge regarding the matters certifying in this Section 11;

**11.2** **Representations and Warranties**. The Representations and Warranties set forth in the Agreement, including, without limitation, Section 14, are reaffirmed by the signator below;

**11.3** **Compliance with All Laws, Terms and Conditions**. Signator affirms that Contractor will comply with all applicable laws as agreed to in Section 10 of the Agreement and that no conflicts of interest, as defined in ORS 244, preclude Contractor from performing any of the Services agreed to in this SOC. Signator further affirms that Contractor understands and agrees that Contractor is bound by all of the other the terms, conditions, and obligations agreed to in the Agreement, which are incorporated by reference in Section 2 of this SOC;

**11.4** **Not Subject to Backup Withholding**. Contractor is not subject to backup withholding because (a) Contractor is exempt from backup withholding, (b) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Contractor that Contractor is no longer subject to backup withholding;

**11.5** **Certification of Tax Laws**. To the best of the signator’s knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in ORS 305.380(4), namely ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and Sections 10 to 20, Chapter 533, Oregon Laws 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620;

**11.6 Independent Contractor.** Contractor is an independent contractor as defined in ORS 670.600; and

**11.7 Tax ID Accurate**. The Contractor tax identification numbers provided to Agency under Section 5.5.1 of this SOC are true and accurate.

**CONTRACTOR, BY EXECUTING THIS SERVICE ORDER CONTRACT, ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS SERVICE ORDER CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

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| --- | --- |
| **CONTRACTOR: DIANA BIANCO**, an individual d/b/a Artemis Consulting\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Diana BiancoTitle: \_\_\_\_Sole Proprietor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **AGENCY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*****(include here division or section as well, if applicable*)**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Print Name Here]Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Approved for Legal Sufficiency**:***(Required if contract amount is $150,000 or greater)***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorized Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Printed NameTitle: Assistant Attorney GeneralDOJ Matter No. GF0037-16 |

**Exhibit 2to Service Order Contract**

**STATEMENT OF WORK**

**FOR SERVICES**

**I. Services.** Contractor shall perform the following Services: *[Fill in below. Provide an overview of the Matter, a general description of the services to be provided, and any other information that is pertinent to the Matter and the services]*

**II. Service Order Deliverables; Delivery Schedule; Allowable Billable Hours & Expenses.** Contractor shall provide the specific Services and deliver any specific, associated deliverables on or before the dates listed in the table below. Subject to the Maximum NTE Comp set forth in Section 5.1 above of the SOC, Agency shall pay all amounts agreed to in this Section II and shall have no liability for any amounts that exceed those agreed to herein.

**A. Services and Deliverables; Delivery Schedule; Allowable Billable Hours and Expenses**:

*[Agency shall fill in this section below with the following information:*

*i. Indicate the type of ADR Service provided (will be the same as that indicated in Section 4 of the SOC and provide a detailed description of the specific Services to be provided, e. g:*

* *Who is providing the services (Contractor? Key Person?) and what specific service will be*

*provided,*

* *Agency personnel and other persons to whom the services will be provided,*
* *Location of where the Services will be provided,*
* *The dates or date on or by which the Services must be delivered or completed.*

*ii. Provide a detailed description of any and all Deliverables to be provided. Also include a due date that each Deliverable must be submitted to Agency for review and acceptance, including any dates for any intermediate reviews. Also indicate the person and address to which the Deliverables must be submitted and the means of submission (email, hand deliver, U.S. Mail, etc.).*

*iii. For each Key Person providing the Services or Deliverables (or both), list the number of ADR Service billable hours they are allowed to bill Agency for each Service provided and Deliverable (if any) delivered and accepted.*

*iv. If the location where the Services are to be provided are subject to Hourly Travel Rates and travel expenses, as identified in Section 5.3 of the Agreement, identify the number of allowable billable travel hours they are allowed to bill Agency for each Key Person traveling to the ADR Service location.*

*v. If Contractor is permitted to charge for administrative assistance and other support services as identified in Section 5.2 of the Agreement, Agency should allocate an allowable number of hours that may be provided by Contractor’s administrative assistants and support staff for each Service or Deliverable (or phase or task). Or, Agency may want to just list the total number of hours Contractor may bill for such assistance and leave it to the discretion of the Contractor how to allocate those hours.*

*vi. If Contractor will require the services of a subcontractor to provide certain services associated with allowable Service Related Expenses as those identified in Section 5.4 of the Agreement, the best practice would be to identify with specificity the expenses Agency expects the ADR Service Provider to incur and in Section C below, identify the total allowable amounts that Contractor can expense back to Agency.*

*vii. List or describe any other information that is pertinent to each Service performed or Deliverable provided such as Agency resources that will be provided (personnel, documentation, other)*

*If there are phases or different tasks to be performed, Agency may end up repeating the above categories for*

*each separate phase or task.*

**B. Total Allowable Key Person ADR Billable Hours**. The total ADR Billable Hours for both the Deliverables and the Public Policy Facilitator Services shall be billed for the actual hours worked and to be billed in 15 minute increments as follows: :

⧠ No more than \_\_\_\_\_\_\_ hours at the rate of $225.00 per hour for Diana Bianco.

**C. Service Related Expenses.** In accordance with Section 5.4 of the Agreement**,** Contractor shall not charge back to Agency service related expenses.

**D. Total Allowable Travel Billable Hours and Travel Expenses.** The Travel Billable Hours for round-trip travel to the ADR Service location of \_\_(***enter ADR Service location here -which MUST match a location identified in Section 5.3.2 of the Agreement****),* shall be billed for the actual time for traveled and billed in 15 minute increments as follows:

⧠ No more than\_\_\_\_\_\_\_ travel hours at the rate of $112.50 per hour for Diana Bianco.

Travel expenses may be expensed back to Agency in accordance with Section 5.3.1 of the Agreement.

**E.No Charge for Administrative Assistant and Support Staff Service Hours.** Contractor shall not charge Agency for any expenses related to any support services provided to Contractor by any administrative assistance of other support staff.

III. Timing of Invoices. All amounts agreed to this Statement of Work shall be invoiced in accordance with Section 6 of the Agreement . All amounts shall be invoiced in arrears. Services and Deliverables shall not be submitted until after such Services and Deliverables have been accepted by Agency in writing.

EXHIBIT B TO PRICE AGREEMENT

**INSURANCE**

The provisions of this Exhibit B apply to and are incorporated into each Service Order Contract executed between Contractor and Agency.

**A. REQUIRED INSURANCE.** During the term of each Service Order Contract, including warranty periods, if any, Contractor shall maintain in full force and at its own expense the following insurance (as indicated) from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency.

i. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers who work under each Service Order Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with, these requirements.

ii. Automobile Liability Insurance: Automobile Liability.

 [ X ] **Required by Agency** [ ]   **Not required by Agency.**

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than $1,000,000.

Additional types of insurance may be required as specified by Agency under the SOC. At Agency’s sole option, the cost for the additional insurance specified and acquired specifically for the performance of Services under the SOC, may be subject to reimbursement by the Agency.

**B. ADDITIONAL INSURED.** The commercial general liability insurance, if any, and automobile liability insurance required under each Service Order Contract shall include the State of Oregon, and its departments, divisions, commissions, branches, officers and employees as Additional Insureds with respect to Contractor's performance obligations under each Service Order Contract. Contractor shall ensure that coverage is primary and non-contributory with any other insurance and self-insurance.

**C. "TAIL" COVERAGE**. If any of the required liability insurance is on a "claims made" basis, Contractor shall either maintain either “tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of each Service Order Contract, for a minimum of 24 months following the later of (i) Contractor ’s completion of all Services and Agency’s acceptance of all Services required under each Service Order Contract, or (iii) the expiration of all warranty periods provided under each Service Order Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than

the 24-month period described above, then Contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under each Service Order Contract. Contractor shall provide to Agency, upon Agency’s request, certification of the coverage required under this Section C.

**D. NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without sixty (60) days' written notice from this Contractor or its insurer(s) to Agency. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the Service Order Contract and shall be grounds for immediate termination of the Service Order Contract by Agency.

**E. CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under each Service Order Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.