

**STATE OF OREGON PRICE AGREEMENT
NUMBER 6240 FOR
ALTERNATIVE DISPUTE RESOLUTION SERVICES**

This Price Agreement ("Agreement") is between the State of Oregon ("State"), acting by and through its Department of Administrative Services ("DAS" or "Department") on behalf of Agencies, as defined below, and Barney & Worth, Inc., an Oregon corporation ("Contractor"). Upon receipt of all approvals required by law and full execution by both DAS and Contractor this Agreement is effective as of December 1, 2016 ("Effective Date"). DAS has the authority to enter into this Agreement under ORS 279A.050 (7) (a).

RECITALS

- A. DAS, on behalf of Agencies, desired to engage a contractor to provide certain Alternative Dispute Resolution Services ("ADR Services") to assist Agencies in the resolution of particular disputes, controversies, or projects as may be needed from time to time.
- B. To that end, on or about July 25th, 2016, DAS undertook a joint cooperative procurement under ORS 279A.200(1)(e) and ORS 279A.210 and issued RFP No. DASPS-2599-16 (the "RFP") seeking proposals from ADR Service providers.
- C. Contractor was one of the successful proposers to the RFP.
- D. DAS and Contractor now both desire to memorialize the terms and conditions pursuant to which: (i) Contractor will provide the ADR Services as may be requested from Agencies from time to time, (ii) Agencies will pay for such ADR Services.

Therefore, DAS and Contractor Agree as follows:

AGREEMENT

1. Purpose. This Agreement:

- 1.1 Identifies the process Contractor and Agencies will follow in establishing subsequent service order contracts (each a "Service Order Contract" or "SOC") for the provision of Services under this Agreement;
- 1.2 Sets forth the general terms and conditions that will apply to all SOCs entered into by Contractor and Agencies and pursuant to which Contractor will provide ADR Services (as defined in Section 3.3 below) ; and
- 1.3 Is not, by itself, a binding contract for the provision of Services by Contractor. Execution of this Agreement is no guarantee that Agency shall enter into any Service Order Contracts with Contractor under this Agreement.

2. Agreement Documents. This Agreement includes the following Exhibits, each of which is attached to and incorporated into this Agreement by reference:

- Exhibit A – Service Order Contract
- Exhibit B – Insurance

3. Definitions.

4. Service Order Contracts; Provision of Services.

4.1 Service Order Contracts. Agencies shall, as may be needed from time to time, have the right to enter into Service Order Contracts, which are binding and enforceable contracts, for Contractor's Services that are similar in form and substance to the SOC attached hereto as Exhibit A.

4.2 No Exclusivity. This is not an exclusive agreement and DAS and Agency reserve the right to engage other contractors to provide the same or similar services and Contractor may provide the same or similar services to third parties. Agency's selection of an ADR Service provider is subject to Agency's sole discretion and is final. The State reserves the right, by separate solicitation process, to obtain Services from contractors who are not parties to agreements entered into as a result of RFP No. DASPS-2599-16 which resulted in the award of this Agreement.

4.3 Agreement Incorporated. Each SOC executed shall be subject to the terms and conditions of this Agreement by reference therein.

4.4 Contents of Service Order Contract. Each Service Order Contract shall include a negotiated Statement of Work ("SOW") that shall specify the: (i) ADR Services that Contractor will provide to the contracting Agency for a particular dispute, controversy, or project, (ii) the total allowable billable hours, (iii) the location and schedule of performance, and, if applicable (iv) any deliverables that will be delivered to the contracting Agency as a result of performing the Services.

4.5 Time of Performance and Payment. All Services agreed to by Contractor in the SOC shall be performed to the satisfaction of Agency. Agency shall pay for Services only when performed accordingly under a SOC.

4.6 Compliance with Agreement. Pursuant to ORS 27A.210(c) neither Agency nor Contractor shall accept or enter into any SOC that does not comply with the terms and conditions of this Agreement. Notwithstanding the foregoing, a SOC may amend the terms and conditions of this Agreement if agreed to in an amendment made in accordance with Section 7.4 below and only to the extent that such amendment does not, in accordance with ORS 279A.210(c) amend the material terms and conditions of this Agreement.

4.7 Independent Contracts. Each fully executed SOC together with this Agreement incorporated therein is enforceable in accordance with its terms and shall create a separate contract between Agency and Contractor.

5. Consideration. Contractor shall be compensated for Services completed based on the hourly billing rates ("ADR Hourly Billing Rate(s)") set forth in Section 5.1 below. All ADR Hourly Billing Rates include all overhead and administrative expenses and Agency shall not be charged separately for any such costs incurred by Contractor. Notwithstanding the foregoing, Contractor may charge back to Agency for: (i) the costs of one or more administrative assistants or support staff as identified in Section 5.2 below, (ii) travel time and related expenses identified in Section 5.3 below, and (iii) certain services related costs, as pass through expenses, without mark-up as identified in Section 5.4 below.

5.1 Contractor ADR Hourly Billing Rates. Contractor shall be compensated for providing the ADR Services at the ADR Hourly Billing Rates identified in this Section. Except as expressly permitted in subsections 5.2-5.4, all ADR Billing Rates include all administrative and overhead costs. ADR Billing Rates shall not be subject to separate negotiation between Agency and Contractor. In no event shall any ADR Billing Rate be subject to change except as may be agreed to in a written amendment signed by both Contractor and DAS and made in accordance with Section 5.1.1 below. All Services shall be charged in fifteen (15) minute increments.

5.3.1 Expenses Agency shall reimburse Contractor for travel expenses incurred by Contractor in traveling to the locations listed in Section 5.3.2 below so long as travel to any such location is identified as required in a SOC. Travel expenses agreed to in a SOC and incurred by Contractor shall be reimbursed at the rates allowed under Chapter 40 of the Oregon Accounting Manual which is found at: <https://www.oregon.gov/das/Financial/Accounting/Documents/40.10.00.pdf>

The Oregon Accounting Manual, as may be amended from time to time, is incorporated by reference as though fully set forth in this Section.

5.3.2 If travel to one or more of the locations listed in the table below is identified in a SOC as required, Contractor may charge Agency an hourly travel rate ("Hourly Travel Rate") for all of its Key Persons and all of its Support Staff at the same rates as those identified in Section 5.2 above for travel to the following counties:

COUNTIES FOR WHICH TRAVEL TIME AND EXPENSES MAY BE CHARGED		
Baker	Harney	Marion
Benton	Hood River	Morrow
Clatsop	Jackson	Polk
Columbia	Jefferson	Sherman
Coos	Josephine	Tillamook
Crook	Klamath	Umatilla
Curry	Lake	Union
Deschutes	Lane	Wallowa
Douglas	Lincoln	Wasco
Gillam	Linn	Wheeler
Grant	Malheur	Yamhill

5.4 Service Related Expenses. Contractor understands and agrees that it may, if agreed to in a SOC, charge back to Agency only those costs incurred in providing the specific ADR Services as identified in the table below in this Section ("Service Related Expenses"). Contractor shall not have the right to expense back to Agency any overhead or other administrative costs associated with the on-going operation of Contractor's business. All Service Related Expenses expensed back to Agency shall be invoiced as a pass-through without mark-up and invoiced in accordance with Section 6 of this Agreement.

ADR SERVICE	SERVICE RELATED EXPENSES
Facilitation General Practitioner <input checked="" type="checkbox"/>	<input type="checkbox"/> Copy/print charges <input checked="" type="checkbox"/> Facility Use/Rental Fees
Public Policy Facilitator <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Copy/print charges <input checked="" type="checkbox"/> Facility rental fees <input type="checkbox"/> Mail or bulk email fees <input type="checkbox"/> Telephone charges <input type="checkbox"/> Website hosting, online software or online services fees <input type="checkbox"/> Video production services

8. Independent Contractor; Responsibility for Taxes and Withholding.

8.1 Independent Contractor. Contractor shall perform all Services as an independent contractor. Agency reserves the right to (i) determine and modify the delivery schedule for the Services and (ii) evaluate the quality of the Services, however, Agency may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

8.2 No Agency or Employment. Contractor understands and agrees that Contractor is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265.

8.3 Responsibility of Taxes. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the SOC and, unless Contractor is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under the SOC, except as a self-employed individual.

9. Conflicts of Interest. If Contractor is currently performing services for the State of Oregon or the federal government, Contractor represents and warrants that: Contractor's Services to be performed under a SOC create no potential or actual conflict of interest as defined by ORS 244, and no statutes, rules or regulations of the state or federal agency for which Contractor currently performs services would prohibit Contractor's Services under a SOC.

10. Compliance with Applicable Law, Agency Policies and Procedures.

10.1 Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement and all SOC's and to the performance of Services, as those provisions may be adopted or amended from time to time. Agency's performance under a SOC is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible in the performance of a SOC, use recycled paper (as defined in ORS 279A.010 (1) (ee)), recycled PETE products (as defined in ORS 279A.010 (1) (ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010 (1) (gg)).

10.2 Without limiting the generality of Sections 8.3 and 10.1 above, Contractor must, throughout the duration of this Agreement, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this Section, "tax laws" includes all the provisions described in Section 14.7 below.

10.3 Contractor shall comply with all policies and procedures of the Agency with whom Contractor enters into a SOC, including, without limitation, those relating to access to and use of facilities, criminal background and driving record checks, use and dissemination of Agency information, and use of information technology and other tangible Agency assets. Contractor shall require the same from its Key Persons.

11. Confidentiality. Contractor shall at all times during the term of this Agreement comply with and perform all Services in accordance with ORS 36.220 through 36.238 and all rules developed and adopted under ORS 36.224, including, without limitation, OAR Chapter 137 Division 5.

12. Special Qualifications; Permissible Subcontracts; Successors and Assignments.

13.2 Ownership of Certain Work Product. Work Product that is required to be delivered to Agency as a deliverable ("Deliverable") as agreed to under a SOC shall be the exclusive property of Agency. Agency and Contractor agree that Deliverables which are required to be delivered to and which are paid for by Agency shall be "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason any such Deliverable(s) is not "work made for hire", Contractor irrevocably assigns to Agency any and all of its rights, title, and interest in such Deliverable(s). Upon Agency's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency.

13.3 Contractor Intellectual Property. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Agency pursuant to the Services performed under this Agreement or a SOC. Contractor shall be the owner of all Work Product that is not "work made for hire" as identified in Section 13.2 above. Contractor grants Agency a license to use any and all Contractor Intellectual Property incorporated into any Work Product.

13.4 Third Party Intellectual Property. In the event Contractor uses any Third Party Intellectual Property in performing the Services, Contractor shall obtain a license to use all such Intellectual Property. Contractor shall also, in the event Contractor incorporates any Third Party Intellectual Property into any Work Product, secure on Agency's behalf, in the name of Agency and subject to Agency's approval, a license to all Third Party Intellectual Property that Contractor incorporates into any Work Product.

13.5 Agency Intellectual Property; Data and Background Information. Agency owns all Agency Intellectual Property and Agency data and background information provided to Contractor pursuant to this Agreement and a SOC. Agency grants Contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of Agency Intellectual Property and Agency data and background information only to fulfill the purposes of this Agreement and a SOC. Agency's license to Contractor is limited by the term of the applicable SOC and the confidentiality obligations of this Agreement.

13.6 No Rights. Except as expressly set forth in this Agreement, nothing in this Agreement or a SOC shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Agency. Except as expressly set forth in this Agreement or a SOC, nothing in this Agreement shall be construed as granting to or conferring upon Agency any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Neither DAS nor Agency grants Contractor the right to use their respective trademarks, trade names, service marks, or other designations in any promotion or publication without prior written consent.

14. Contractor's Representations and Warranties. Contractor represents and warrants to DAS and Agency that:

14.1 Authority. Contractor has the power and authority, including the legal capacity, to enter into and perform the Services required under this Agreement and the applicable SOC;

14.2 Enforceability of SOC. The SOC, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;

14.3 No Violations. Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance, regulation, or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Services shall not violate any such law, ordinance, regulation or order;

15.2.1 Termination of this Agreement under Section 15.3.3;

15.2.2 If Contractor is in breach under Section 15.1.4, pursue and recover damages, including penalties on behalf of other Political subdivisions of the State.

To the extent they are not inconsistent, these remedies are cumulative and are in addition to any other remedies the Agency may have under a SOC, and Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever. If it is determined for any reason that Contractor was not in breach under Section 15.1 above, the rights and obligations of the parties shall be the same as if this Agreement was terminated pursuant to Section 15.3.2 below.

15.3 Termination. This Agreement may be terminated as follows:

15.3.1 The parties may terminate this Agreement at any time by mutual written consent.

15.3.2 DAS may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days' notice to Contractor.

15.3.3 DAS may terminate this Agreement immediately upon written notice to Contractor, or at such later date as it may establish in such notice, if Contractor breaches its obligations under Section 12.1 or is in breach of the Agreement as set forth in Section 15.1.

15.3.4 DAS may terminate this Agreement immediately upon written notice to Contractor, or at such later date as it may establish in such notice, if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the purchase of the Services offered by Contractor under this Agreement are prohibited.

15.4 Effect of Termination. Upon receipt of written notice of termination, Contractor shall stop performance under this Agreement as directed by DAS. SOCs executed prior to termination of this Agreement may continue in effect, subject to the termination provisions of Exhibit A. All property of the State or Agency (or both) in the possession of Contractor at the time of termination shall be returned to the State or Agency, as may be applicable, upon termination.

16. Intended Beneficiaries.

16.1 Agreement. DAS and Contractor are the only parties to this Agreement; however, Agencies are intended third party beneficiaries of this Agreement. DAS, Contractor, and Agencies are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement is intended to give, or shall be construed to give or provide any benefit of right, whether directly or indirectly, or otherwise to any third party, except Agencies as the only intended third party beneficiaries and only when an Agency and Contractor have entered into a SOC in connection with this Agreement

16.2 Service Order Contracts. Agency and Contractor are the only parties to a SOC and are the only parties entitled to enforce its terms. Nothing in a SOC gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, or otherwise, to third parties unless such third parties are individually identified by name in the SOC and expressly identified as an intended third party beneficiary of the SOC.

17. Funds Available and Authorized; Payments. Except as provided otherwise in the applicable SOC, Contractor shall be compensated for the Services only by the Agency with whom Contractor enters into a SOC. Agency will not enter into a SOC unless it believes that it has, at the time of execution of the SOC, sufficient funds available and authorized for expenditure to finance the costs of the Services within the Agency's biennial appropriation or limitation. Nevertheless, Contractor understands and agrees that Agency's payment of amounts under a SOC is contingent on Agency receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to make payments under the SOC.

SETTLEMENT IF SUCH MEMBER DETERMINES THAT: (I) CONTRACTOR IS PROHIBITED FROM DEFENDING THE ORCPP MEMBER, (II) IS NOT ADEQUATELY DEFENDING THE ORCPP MEMBER'S INTERESTS, OR (III) DETERMINES THAT AN IMPORTANT PRINCIPLE IS AT ISSUE AND THE ORCPP MEMBER DESIRES TO ASSUME ITS OWN DEFENSE. IN THE EVENT THE ORCPP MEMBER ASSUMES ITS OWN DEFENSE UNDER (I) OR (II), IT SHALL BE AT CONTRACTOR'S EXPENSE.

20. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Agreement and all SOC's in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, including books, documents, papers, plans, records of shipments and payments and writings of Contractor that are pertinent to the SOC, in such a manner as to clearly document Contractor's performance. All financial records and all other records are "Records." Contractor shall permit DAS, Agency, and the Oregon Secretary of State's Office, and the federal government, and their duly authorized representatives to have access to the Records, whether in paper, electronic or other form, to perform examinations and audits and make copies, excerpts and transcripts, except to the extent that such Records are confidential under state or federal law, or rules adopted pursuant to ORS 36.224. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following both (i) the final payment under the last SOC entered into and (b) termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Agreement or any SOC, whichever date is later.

21. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those entities relative to this Agreement and the applicable SOC. Contractor shall demonstrate its legal capacity to perform the Services under this Contract and a SOC in the State of Oregon before entering into this Agreement.

22. Disclosure of Social Security Number. Contractor shall provide Contractor's Social Security number to DAS upon execution of this Agreement and to Agency upon execution of a SOC unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

23. Force Majeure. DAS, Agency, and Contractor will not be liable for any delays or failures in performance due to riot, acts of political sabotage, war, fire, earthquakes, tsunamis, or other similar natural disasters beyond the reasonable control of DAS, Agency, or Contractor. Each party shall, however, 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 Agreement and a SOC.

24. Survival. All rights and obligations shall cease upon termination or expiration of this Agreement except those rights and obligations which expressly or by their nature survive termination of this Agreement, including, without limitation, Sections 3, 4.2, 4.3, 4.5-4.7, 5-7, 11, 12.2, 13-15, 18-20, 23-31. All rights and obligations under a SOC shall cease upon termination or expiration thereof except those rights and obligations which expressly or by their nature survive termination of such SOC including, without limitation, those Sections relating to warranties and liabilities, independent contractor status, taxes and withholdings, not to exceed compensation, Contractor's duties of confidentiality, ownership and license of intellectual property and Deliverables, remedies, order of precedence, third party beneficiaries, waiver, integration, and certifications.

25. Notice. Except as otherwise expressly provided in the applicable SOC, any communications between Contractor and DAS or notices to be given under this Agreement shall be given in writing by email, personal delivery, US mail, or parcel carrier to Contractor or DAS at the address, number or email address set forth in this Agreement in the signature blocks below, the applicable SOC, or both, or to such other addresses or numbers as the parties may indicate in writing to the others pursuant to this section. Any communication or notice so addressed shall

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;

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

31.4 Tax ID Accurate. The Contractor tax identification numbers provided to DAS are true and accurate.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

CONTRACTOR: BARNEY & WORTH, INC.

Authorized Signature: Elizabeth A. Barg
Printed Name: Elizabeth A. Barg
Title: President Date: 11-30-2016

CONTRACTOR CONTACT & NOTICE INFORMATION:

Name (tax filing): _____
Business Name: Barney & Worth, Inc.
Address: 1211 S.W. 5th Avenue, Suite 2330, Portland, Oregon 97204
Office Phone Number: 503.222.0146
Cell Phone Number: 503-949-9047
Email Address: libbybarg@barneyandworth.com
Citizenship, if applicable: Non-resident alien Yes No
Business Designation (check one):
 Professional Corporation Partnership Limited Partnership
 Limited Liability Company Limited Liability Partnership
 Sole Proprietorship Other - C Corporation

DEPARTMENT OF ADMINISTRATIVE SERVICES

Authorized Signature: Timothy J. Jaks *Approved for legal sufficiency by DOJ:*
Printed Name: Timothy J. Jaks Ellen D. Taussig Conaty
Title: State Procurement Analyst Senior Assistant Attorney General
Date: December 1, 2016 December 1, 2016
DOJ Matter No. GF0037-16
Date

DAS CONTACT & NOTICE INFORMATION

Address: 1225 Ferry Street SE
Email Address: Tim.Jaks@Oregon.gov
Phone Number: 503-378-4776

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

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.

CONTRACTOR:BARNEY & WORTH, INC

AGENCY: _____
(include here division or section as well, if applicable)

By: _____
[Print Name Here]

By: _____
[Print Name Here]

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 2 to 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.*

No more than _____ travel hours at the rate of \$85.00 per hour for a Graphic Designer providing Support Services relating to Public Policy or Public Involvement ADR Services,

No more than _____ travel hours at the rate of \$120.00.00 per hour for a Research Associate providing Support Services relating to Public Policy or Public Involvement ADR Services,

No more than _____ travel hours at the rate of \$160.00.00 per hour for an Associate providing Support Services relating to Public Policy or Public Involvement ADR Services,

No more than _____ travel hours at the rate of \$180.00.00 per hour for a Senior Associate providing Support Services relating to Public Policy or Public Involvement ADR Services,

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

E. Total Allowable Administrative Assistant and Support Staff Service Hours. The billable hours for which Contractor may charge Agency for the services of administrative assistance and other support services shall be billed for actual hours worked and billed in 15 minute increments as follows:

No more than _____ hours at the rate of \$ \$ [enter Support Services Hourly Billing Rate from Section 5.2 of Agreement, but in no event more than \$120.00 per hour] per hour for an Administrative Assistant providing Support Services relating to Facilitation General Practitioner ADR Services.

No more than _____ hours at the rate of \$80.00 per hour for a Support Staff Person providing Support Services relating to: Public Policy Facilitator ADR Services.
 Public Involvement ADR Services.

No more than _____ hours at the rate of \$85.00 per hour for a Graphic Designer providing Support Services relating to: Public Policy Facilitator ADR Services.
 Public Involvement ADR Services.

No more than _____ hours at the rate of \$120.00.00 per hour for a Research Associate providing Support Services relating to: Public Policy Facilitator ADR Services.
 Public Involvement ADR Services.

No more than _____ hours at the rate of \$120.00.00 per hour for a Research Associate providing Support Services relating to: Public Policy Facilitator ADR Services.
 Public Involvement ADR Services.

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.

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