

Amendment 1 Attachment 1
EXHIBIT A TO PRICE AGREEMENT
FORM OF SERVICE ORDER CONTRACT

Price Agreement # 6232
Service Order # _____

_____(“Agency”), and **Theresa Jensen and Associates, Inc.**, an Oregon corporation (“Contractor”), doing business as Integral Solutions, hereby enter into a contract for services (“Service Order Contract” or “SOC”) that consists of this document and , the Price Agreement entered into by and between **Theresa Jensen and Associates, Inc.**, an Oregon corporation and the **State of Oregon (“State”)** 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 SOC 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.** The Service to be performed under this SOC is indicated in this Section below and is more fully set forth in Exhibit 2, Statement of Work, attached to this SOC and incorporated by reference as though fully set forth in this Section. All Services shall be performed in accordance with the terms and conditions of this SOC.

~~XX~~ **Mediation General Practitioner.** Theresa Jensen shall act as an impartial third party by assisting two or more parties in reaching a mutually acceptable resolution to a controversy.

TAJ TH Contractor Initials _____ Agency Initials

Facilitation General Practitioner: Theresa Jensen shall assist large groups (6 or more participants) to work effectively to achieve a desired objective.

TAJ TH Contractor Initials _____ Agency Initials

Public Policy Facilitator: Theresa Jensen shall assist governmental entities and diverse stakeholders to reach agreement on controversial public policies or public projects, often within a complex legal, political or regulatory context.

TAJ TH Contractor Initials _____ Agency Initials

Public Involvement Practitioner: Theresa Jensen shall assist governmental entities to engage the public on public issues or projects and design and implement an appropriate public involvement processes for projects, including without limitation, those that seek to inform or educate the public and those that allow for greater public involvement via consultation or collaboration.

TAJ TH Contractor Initials _____ Agency Initials

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 shall 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 or in the Price Agreement, Notices to be given under this SOC shall be made in accordance with Section 25 of the Price Agreement and sent, as applicable, to either: (a) Contractor or (b) Agency, with a copy to DAS, to 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: Theresa A. Jensen
 President,
 Integral Solutions
 45 California Ct., Ashland, OR 97520
 tjensen@mediate.com
 541-488-7494

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 Price 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.

CONTRACTOR:
THERESA JENSEN & ASSOCIATES, INC.
DBA Integral Solutions

By: Theresa Jensen
Theresa Jensen

Title: President

Date: 9/7/2018

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 Name
Title: Assistant Attorney General
DOJ Matter No. (TBD)