

EXHIBIT A TO PRICE AGREEMENT FORM OF SERVICE ORDER CONTRACT

Price Agreement # 6223

Service Order #

 ("Agency"), and Anthony Hicks, an individual d/04: mina

Conflict ManageMent ("Contractor"), 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 Anthony Hicks, an individual d/b/a Connexus Conflict Management 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 Service Order Contract is

effective as of ' 2a\_ (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
"Matte?). 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 indicated below and as 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.

0 *Mediation General Practitioner:* Anthony Hicks shall act as an impartial third party by assisting two or more parties in reaching,amutually acceptableresolutiontoacontroversy.

 *OntratitOKMiticiliEE:EAffencylnitid0*

CI *Facilitation General Practitioner:* Anthony Hicks shall assist large groups (6 or more participants) to work effectively to achieve a desired objective.

*ontractor Initia ''''*

*:. rye Izjrtia!s*

S. Consideration.

151PAGE- ADR PRICE Aim No. 6233

 5.1 Maximum Not-To-Exceed Compensation. The maximum, not7to7exceedcompensation

16 1P A GE- A DR PRICE Acia.:Emo-r No. 6233

("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:

0 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):

0 $ per hour, which equals % of Contractors hourly rate as specified in

Section 3.1 of this SOC above.

0 A fixed amount of $

0 $ per hourly rate as specified in Section 5.1 of this SOC above.

0 Limiting\_ Compensation for Initial Matter Assessment or process design activities. *(This Optional Clause is availablejiiraFe-when.Ageheysiiiant..4:04imit that portion. of the*

*COatractpe.s colnpeilsationj* 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 [6nail V,Vviail) at the following address:

*Etteciyaiiie'jojr.*

*Enter email or pkiisical addrOWcieContract Ad:I:high-4°r Here*

 - - ""' ' '

*,inter pholy•nan.:Oer* p *Contract Adttan4h-otorliere*

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.

1. **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;

**62** 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.

1. **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;

**73.2** 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;

171P A 0 - ADR PRICE AGREEMENT N0,6233

73.3 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 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: E*ater Nclrne aarttrcictcirnarrisr otQr Here*

*Enter physical-40driSSfiii-; Ca eact*

*Arliiifitistreittir Here*

*ay..: mai ress. Were*

*Enterphone gumberef.ContreetAdministratorRere*

DAS Notice:

*gfile.004$..0t*

Department of Administrative Services

*Enter ii ysical '06i6
Eimer EmailHere*

*.1N8',60itetgere*

18 1PAGE- ADR PRICE AGREEMENT No. 6233

Contractor Notice: *Filter Worn? fContractor,Conta,ct.*

*Enter.Canti actor Title Here, any ::: \_*

*Filter physical address forContractor Herd EnteefErnail address of Contactor 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.

1. 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 AIR Coordinator at: [adrOdoj.state.or.us](http://adrOdoj.state.or.us)
2. 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 El 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.
3. 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

1. 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, Contiactor 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,

19iPAGE:- ADIZ PRICE AGREEMENT NO, 6233

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: ANTHONY HICKS an individual AGENCY:

*oh:W\*414*

By:

Anthony

Hicks

Title: Sole Proprietor

Date:

20 1P a GE- ADR PRicE AcREemENT No, 6233

[Pritit Nalife-4001

Title:

Date:

Approved for Legal Sufficiency: *(Required ifcantraeLamountls$130,0„00\_orgr aterrj*

Authorized Signature

Printed Name

Title; Assistant Attorney General DOJ Matter No. GF0037-16

Exhibit 2 to Service Order Contract

STATEMENT OF WORK
FOR SERVICES

1. Services. Contractor shall perform the following Services:..... a. *Wenefiii:dekrijAtiiii. of the services to be provided,*

*1. 00. seiyfrod*

1. 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:

*fill hi thLc*

*provuii a detailed description of flue specrJO Services* to *be pr ovrded, e i*

Ageiuey *personnel and other „qr OVidelt:*



*Location 2rf where tlue Services* will *be piovrded,*

*zkddiit0iiFcliffe.iiifii7lI\*.Wilieh:th6sei.we6*

*.*

*li: P ovine a detailed descr ipt#or; of airy find alt Det4fproleitb•;).)e:proyf Also: e .0.rlueWcitotigit Opcji*

*P00001:0;iliggliestibiii\*d.A:ge.dcylOrreviewaiitl'avepo.Oc.:6101.oding anjitraceVprtieirg01701.1qt0, tOy0.04-440:piehcop:00\*66::004,04.600:coM!kh :titg..P4yi.0104.,r13404-.4c.-.;yilliiii.itted:oild:the.:010iii# of*

*Iil.: 'or each Key Person providing the Services or Delver abler (or* both), list the *tiwnber of ADR'e* vice'billable hours *they ar a allowed*

. *Agency*•

*accepted*

*r.• 41 RqtihoaTZc1:4*

*identifier! in 'ection 5 ? of the Agreement: identify the number of allowable billable trove! hews.tlrey::are allowed to bill.4gencyforeach Key Person trove!m to. theADRService.locatran*

*If Gt ntractor is permitted to charge far* adtutrn#stratrve assistnnce *an t (ether support services* as *ft Me.*

*Section c 2 of OT:4-000iftiiMeppy:3hthild.:eillocate.-anirythydble.ttunther4 ho trt.c. that; mgk4aproli*

*:§iippet ad/jib e*

*Agencyor the.d scretion of the Contractor* h.ow *to allocate those / des*

21 !PACE- ADR PRICE AGREEMENT No. 5233

*vi.' 1f Contractor jvzli requrre the services of q .Wicgo4r4401toorovic I a*

22 111 AGE - ADR Pa we AGREE,NIEN=r No. 6233

*$.0i\*e.RolgtoitExpenses as these identified in Section 5444h0: Agreement;'.ik\*64 practice Euo~rld beta xlentrfyivtth 400fic10.:ifig.&&ii§0440\*y\*peets- theAPR Ser ice Provider to incurand iii Section G oloo; identi .the total allowable* a nnounits that *CgOteicter cats expense back to Agency.°*

*ViL Llst* or *describe* any other rrifartnatroir that *is pertinent to.\*h$6,610eifOrMe000.1.WraitiOrMagfj*

*th4t:Will. be provided "(00001i-Vo&iiii0tatie\*:ifikei)*

*tf there are Altar s; or dlffe tit* tastes ro *be perfor nted Agency nnay eikl.4•151.,4040040•61Kiiie:itegiiiiis.ybx each separate 011.0.4.101* \*task

1. Total Allowable Key Person ADR Billable Hours. The total ADR Billable Hours for both
Deliverables and [Mediation i\_General -Pra6titioner SeOices] [Facilitation .General:Prattitionei Services} shall be billed for the actual hours worked and to be billed in 15 minute increments as follows:

|  |  |
| --- | --- |
| 0 No more than'\_ | hours at the rate of $150.00 per hour for Anthony Hicks. |
|  |  |

1. Service Related Expenses. Contractor may charge back to Agency Service Related Expenses in accordance with Section 5.4. of the Agreement. Agency and Contractor agree that Agency shall

reimburse Contractor for Service Related Expenses in an amount not to exceed $

p, Total Allowable Travel Billable Hours and Travel Expenses. The Travel Billable Hours

for round-trip travel to the ADR Service location of *rent& ADR Sekidce location here winch MUST match a location identified in Section 5.12:of the Agreement* shall be billed for the actual time for traveled and billed in 15 minute increments as follows:

* No more than .q travel hours at the rate of $50.00 per hour for Anthony Hicks.
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 -I hours at the rate of $ *fenter &oily .Sapport gaud*

*Raiefredi.SeetianS."24Agreenieiittatin no event more than $75. per* for the
services provided by an Administrative Assistant.

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.

H. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

[ X I Required by Agency El 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.

13, 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 non­contributory 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

23IPAGE- ADR PRICE AGRECNIENT No. 6233

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.

24 !PAGE- ,-VDR PRICT AGREEmENT No. 6233

1. NOTICE OF CANCELLATION OR CHANGE, There shall he 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.
2. 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 entitles 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.