

Exhibit B –Service Order Contract

Service Order Contract # _____

Clackamas Community College (“College”), and _____ (“Provider”), hereby enter into a contract for services (“Service Order Contract” or “SOC”) that consists of this document and all terms and conditions set forth in Professional Service Agreement CCC- XXX-22 entered into by and between College and Provider (the “Agreement”). This Service Order Contract is effective as of the last date of signature in the signature block below (the “SOC Effective Date”).

SECTION 1: RECITAL

College requires Organizational Improvement Services described below in Section 2, Agreement. Provider desires to perform the services described in this SOC (“Services”) with respect to the service requirements.

SECTION 2: AGREEMENT

The parties agree as follows:

- **Defined Terms.** Capitalized terms not otherwise defined in this SOC have the meanings assigned to them in the Agreement.
- **Agreement Incorporated by Reference.** The Agreement is incorporated by reference as though fully set forth in this SOC.
- **SOC Term.** Unless extended or terminated earlier in accordance with its terms, this SOC shall terminate when College has accepted and paid Provider in full for all completed Services that are required under this SOC (“SOC Term”). SOC termination shall not extinguish or prejudice College’s right to enforce this SOC with respect to any default by Provider that has not been cured.

2.1 **Statement of Services.** The Service to be performed under this SOC is indicated in this Section below.

A. **Category A: Organizational/Process Improvement & Change Management**

Provider may be asked to provide Organizational/Process Improvement & Change Management Services. The following is a list of Services that Provider may be asked to provide to College:

- a. Develop understanding & assessment of creating & implementing initiatives.
- b. End-to-end visual process mapping
- c. Change champion courses (i.e., courses that equip those that are actively advocating for a change so that they have skills, tools and information to perform their role;
- d. Training for process improvement initiatives in the following formats, customized to meet the College’s needs;
 - Simulation-based modules;
 - Hands-on modules; and
 - Train-the-trainer modules that ensure the curriculum is easy to follow by other practitioners when training others;
- c. Staff training on general process improvement concepts, customized to meet the College’s needs;
or
 - Facilitation training related to process improvement initiatives, including concepts for effective group facilitation and collaboration.
- d. Management of process improvement projects, including fulfillment of the project management duties from the beginning of a process improvement project to its completion;
- e. Process improvement methodologies that are sustainable and ensure College has the tools and experience to carry out and continue the process;
- f. Communication plan;
- g. Metrics that quantify effectiveness of a process improvement initiative;
- h. Establishment of process improvement program or office ensuring College’s infrastructure is effective and efficient; or

- j. Organizational performance to ensure College resources are used effectively to promote their goals, mission and values – proposing adjustments where necessary.

Proposer shall provide change management services to ensure the success of any College process improvement or change initiatives, which may include the following:

- Developing and providing training;
- Coaching and mentoring for executive leadership as well as internal process improvement practitioners to effectively be able to promote change, engage and motivate employees;
- Facilitating teams or executive leadership;
- Developing and executing Change Management strategies and plans;
- Developing and executing stakeholder and employee engagement strategies and plans; and Identifying College culture issues and proposing solutions.

B. Category B: Conflict Management

Provider may be asked to provide Conflict Management Services. The following is a list of Services that Provider may be asked to provide to College:

- a. Assisting public institutions (preferably in higher education sector and consisting of at least 50 employees with collective bargaining agreements) in conflict management and team building;
- b. Designing and implementing internal communications plans;
- c. Providing development coaching, one-on-one or group development coaching and leadership training services;
- d. Facilitating constructive communication skills in individuals and groups/teams including but not limited to suppressing conflict-provoking behaviors and teaching positive behaviors
- e. Developing metrics for evaluating success or failures
- f. Establishing team norms and agreements for communicating effectively and productively in meetings, with each other, and with campus constituents/leaders.
- g. Setting team norms and agreements for resolving conflicts effectively and productively in meetings, with each other, and with campus constituents/leaders.
- h. Clarifying roles within the team and with establishing shared expectations and goals for personal and team productivity at work.
- i. Clarifying pathways of accountability when expectations/goals are not met.

C. Category C: Training, Coaching, Professional Development.

Provider may be asked to provide Process Improvement Services. The following is a list of Services that Provider may be asked to provide to College:

- a. Coaching that provides skills, tools and knowledge to effectively engage and motivate employees;
- b. Coaching and mentoring for change sponsors; or
- c. Coaching and mentoring for support of internal initiatives to effectively promote process improvement and engage and motivate employees.
- d. Design large-scale collaborative workshops including leadership summits and in house retreats, or other effective team building activities.
- e. Coaching and mentoring for continuous learning, development and improvement including;
 - Flexibility
 - Communication
 - Conflict Resolution, Tactfulness, Work ethic
 - Leadership
 - Creativity
 - Stress Management

Proposer shall assist College with the identification, creation, revision or execution of Professional Development, which may include the following:

- Leadership and management gaps, and recommendations on how to close them;
- Leadership strategy;
- Management strategy;
- Leadership and management development program to meet College needs; or
- Professional leadership and management coaching and mentoring.
- Management of process improvement projects, including fulfillment of the project management duties from the beginning of a process improvement project to its completion;
- Process improvement methodologies that are sustainable and ensure College have the tools and experience to carry out and continue the process;
- Communication plan;
- Metrics that quantify effectiveness of a process improvement initiative;

D. Category D: Facilitation

- a. Provider may be asked to provide Process Improvement Services. The following is a list of Services that Provider may be asked to provide to College:
- b. Collaborative workshop facilitation with cross-functional stakeholders to design a people-centered process or service
- c. Creating meaningful brainstorming and innovation workshops, team retreats, and conversations
- d. Develop team members understanding and assessment of creating and implementing initiatives that impact the College and its partners;
- e. Group facilitation to help guide teams through initiatives. Groups or teams may consist of staff, first –line managers, section managers and/or executive leadership;
- f. Facilitation of new capabilities, processes and organizational transformations.
- g. Facilitating strategic operational visioning workshops, with engaging techniques
- h. Leading teams in creating community agreements (i.e. ground rules)
- i. Organization-wide initiative rollouts using animation, illustrated vision maps, large-scale conversation visuals
- j. Facilitation focused on team cohesion, vision and values articulation, stakeholder mapping, and design thinking to re-imagine services
- k. Design of large-scale collaborative workshops, such as leadership summits and in-house retreats
- l. Production of robust post-meeting deliverables, including visual maps and documentation of outcomes
- m. Development of metrics that quantify effectiveness of initiatives and activities
- n. Designing communication tools and storytelling processes to launch internal rollouts
- o. End-to-end visual process mapping of the current and future state
- p. User needs assessment and qualitative research

2.2 Tasks and Deliverables

Agency Background Information

Clackamas Community College is an accredited public two-year institution offering comprehensive programs in college transfer, professional technical training, continuing education, and developmental learning skills. Formed in 1966, the College is a fiscally independent municipal corporation, governed by a seven-member Board of Education elected by zones. The College's budget and Comprehensive Annual Financial Report are available at http://www.clackamas.edu/Budget_Committee.aspx.

Project Description ·

[Provide a brief description of the project, background details, goal and/or objectives of the project, the purpose and any other information that would be helpful for the Contractors to know about the project.]

Tasks and Deliverables

(The following tasks and deliverables shall be completed by Contractor)

Task #1:

Deliverable #1.1:

SAMPLE

Task #2:

Deliverable #2.1:

Deliverable #2.2:

2.3 Rate Schedule

Provider shall be compensated for Services provided at the agreed upon rates in Exhibit B Rate Schedule unless negotiated as described in Section 3.2 below. **[If rates are negotiated between the College and Provider clarify negotiated rates in this Section.]** College may issue a Purchase Order (PO) in conjunction with execution of Service Order Contract.

2.4 Key Persons

Provider and College shall assign the following Key Persons for Contract Administration, Service Delivery Fulfillment and issue resolution.

| Provider's Key Person(s) & Contact Information | |
|---|---|
| Key Person # 1 Name: _____ Title: _____ Role: _____ Phone: _____ Email: _____ | Key Person # 3 Name: _____ Title: _____ Role: _____ Phone: _____ Email: _____ |
| Key Person # 2 Name: _____ Title: _____ Role: _____ Phone: _____ Email: _____ | |
| College's Key Person(s) & Contact Information | |
| Key Person # 1 Project Manager Name: _____ Title: _____ Role: _____ Phone: _____ Email: _____ | Contract Administrator Name: <u>Wesley Buchholz</u> Title: <u>Contract Administrator</u> Role: <u>Administrator</u> Phone: <u>503-594-3081</u> Email: <u>wesley.buchholz@clackamas.edu</u> |
| Key Person # 2- AP Contact Name: _____ Title: _____ Role: _____ Phone: _____ Email: _____ | |

SECTION 3: CONSIDERATION

- 3.1 Maximum NTE Payable. The maximum, not-to-exceed ("Maximum NTE") amount payable to Provider by College under this SOC is \$ [REDACTED]. College will not pay Provider any amount in excess of this amount for completing the Services, and will not pay for Services performed after the termination of this SOC. College will pay Provider only for completed Services that are accepted by College, and such acceptance shall not be unreasonably withheld, subject to the Maximum NTE payable by College under this SOC.
- 3.2 Invoices. Provider shall submit invoices in accordance with Section 6 of the Agreement, which is incorporated by reference as though fully set forth in this Section. Invoiced amounts shall not exceed the rates set forth in Exhibit B Rate Schedule, however negotiated rates set forth in Section 2.2 above are acceptable. All invoices shall be submitted via email to College's Project Manager with a CC to AP Contact and Contract Administrator.

Payment Terms. All payments are subject to the provisions of ORS 293.462 and shall not exceed the any total maximum not-to-exceed compensation set forth in this SOC. All Billing Rates and allowable expenses invoiced by Provider shall be charged at the rates agreed to in Section 5 of the Agreement unless otherwise agreed upon per Section 2.3 above. College shall have no liability for any Billing Rates or expenses that are charged in amounts that exceed those agreed to in above nor shall College have any liability for any Billing Rates, expenses, or any other fees that exceed the maximum not-to-exceed compensation agreed to in this SOC.

Notwithstanding Section 3 of this SOC, in no event shall Provider be paid for any Services under this SOC until College receives an accurate and complete W-9 Form from Provider.

SECTION 4: TERMINATION; Remedies

- 4.1 Termination by College. College and Provider may mutually agree to terminate the SOC at any time. College may terminate the SOC for any reason or no reason immediately upon written notice to Provider or at such other date as College may specify in such notice.
- 4.2 Termination by Provider. Provider may terminate the SOC for any reason or no reason effective upon delivery of thirty (30) days written notice to College.
- 4.3 College Remedies. In addition to any other rights and remedies College may have under the SOC, College may terminate or modify the SOC immediately upon delivery of written notice from College to Provider, or at such later date as College may establish in such notice, upon the occurrence of any of the following events:
 - 4.3.1 Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for the Services;
 - 4.3.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the Services are prohibited or College is prohibited from paying for the Services from the planned funding source;
 - 4.3.3 Provider 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 Provider'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 College, or such other period as College may authorize or require.
- 4.4 No Prejudice of Rights. Termination of the SOC does not extinguish or prejudice College's right to enforce the SOC with respect to any default by Provider 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.

- 4.5 Stop Work Notice. College may issue a stop work notice to pause work temporarily. College shall indicate in the stop work notice the reason for the notice and term of the notice and any other important information regarding the temporary pause of work.
- 4.6 Provider Remedies; College Liability for Expenses. If College terminates the SOC or if College is in default and whether or not Provider elects to exercise its right to terminate the SOC, Provider'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 College be liable to Provider for any expenses related to termination of this Contract or for anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this Subsection, Provider shall pay immediately any excess to College upon written demand provided in accordance with the notice provisions of the SOC.
- 4.7 Return of Property. Upon termination of the SOC for any reason, Provider shall immediately deliver to College all of College's property (including without limitation any deliverable for which College has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development such College property is embodied at that time. Upon receiving a notice of termination of the SOC, Provider shall immediately cease all activities under the SOC, unless College expressly directs otherwise in such notice of termination. Upon College's request and consistent with applicable confidentiality laws, Provider shall surrender to anyone College designates, all documents, research or objects or other tangible things needed to complete the Services and any deliverable.
- 4.8 Rights and Obligations. Except as expressly identified in this SOC, and except for the rights and obligations for any communications between Provider and College or notices all notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by (a) electronic mail or (b) regular mail, to each party and to the attention of the key persons for each party, as listed below. Notices shall be deemed delivered on the date personally delivered or the date of such electronic correspondence, unless such delivery is on a weekend day, on a holiday, or after 5:00 p.m. on a Friday, in which case such notice shall be deemed delivered on the next following weekday that is not a holiday. The key persons for CCC and Provider are listed below, and a party may update its key person by delivery of written notice to the other party:

4.8.1 College Notice

- Wesley Buchholz-Contracts Administrator
- Clackamas Community College
- 19600 Molalla Ave, Oregon City OR 97045
- Wesley.buchholz@clackamas.edu
- 503-594-3081

4.8.1.1 College Project Manager

- Name
- Address
- Email
- phone

4.8.2 Provider Notice: Enter Provider Firm Name Here

- Name of Provider Contact
- Enter Provider Title Here, if any

- Enter physical address for Provider Here
- Enter Email address of Provider Here
- Enter phone number of Contract Administrator Here

4.9 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.

SECTION 5: Insurance

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

SECTION 6: 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:

- A. Professional Service Agreement # CCC-XXX-22
- B. Exhibit A Statement of Services
- C. This SOC, less its Exhibits
- D. Exhibit B Rate Schedule
- E. Exhibit C Insurance Requirements

SECTION 7: Certifications

The individual signing on behalf of Provider hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

- 7.1 Authority to Act. The individual signing on behalf of Provider is authorized to act on Provider's behalf, has authority and knowledge regarding the matters certifying in this Section 8;
- 7.2 Representations and Warranties. The Representations and Warranties set forth in the Agreement, by the signator below;
- 7.3 Compliance with All Laws, Terms and Conditions. Signator affirms that Provider will comply with all applicable laws as agreed to and that no conflicts of interest, as defined in ORS 244, preclude Provider from performing any of the Services agreed to in this SOC. Signator further affirms that Provider understands and agrees that Provider 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;
- 7.4 Not Subject to Backup Withholding. Provider is not subject to backup withholding because (a) Provider is exempt from backup withholding, (b) Provider has not been notified by the IRS that Provider is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Provider that Provider is no longer subject to backup withholding;
- 7.5 Certification of Tax Laws. To the best of the signator's knowledge, Provider is not in violation of any Oregon tax laws or any applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; Any tax provisions imposed by a political subdivision of this state that applied to Provider, to Provider's property, operations, receipts, or income, or to Provider's performance of or compensation for any work performed by Provider; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Provider, or

to goods, services, or property, whether tangible or intangible, provided by Provider; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

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

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

PROVIDER: _____

COLLEGE: _____

By: _____

By: _____

[Print Name Here]

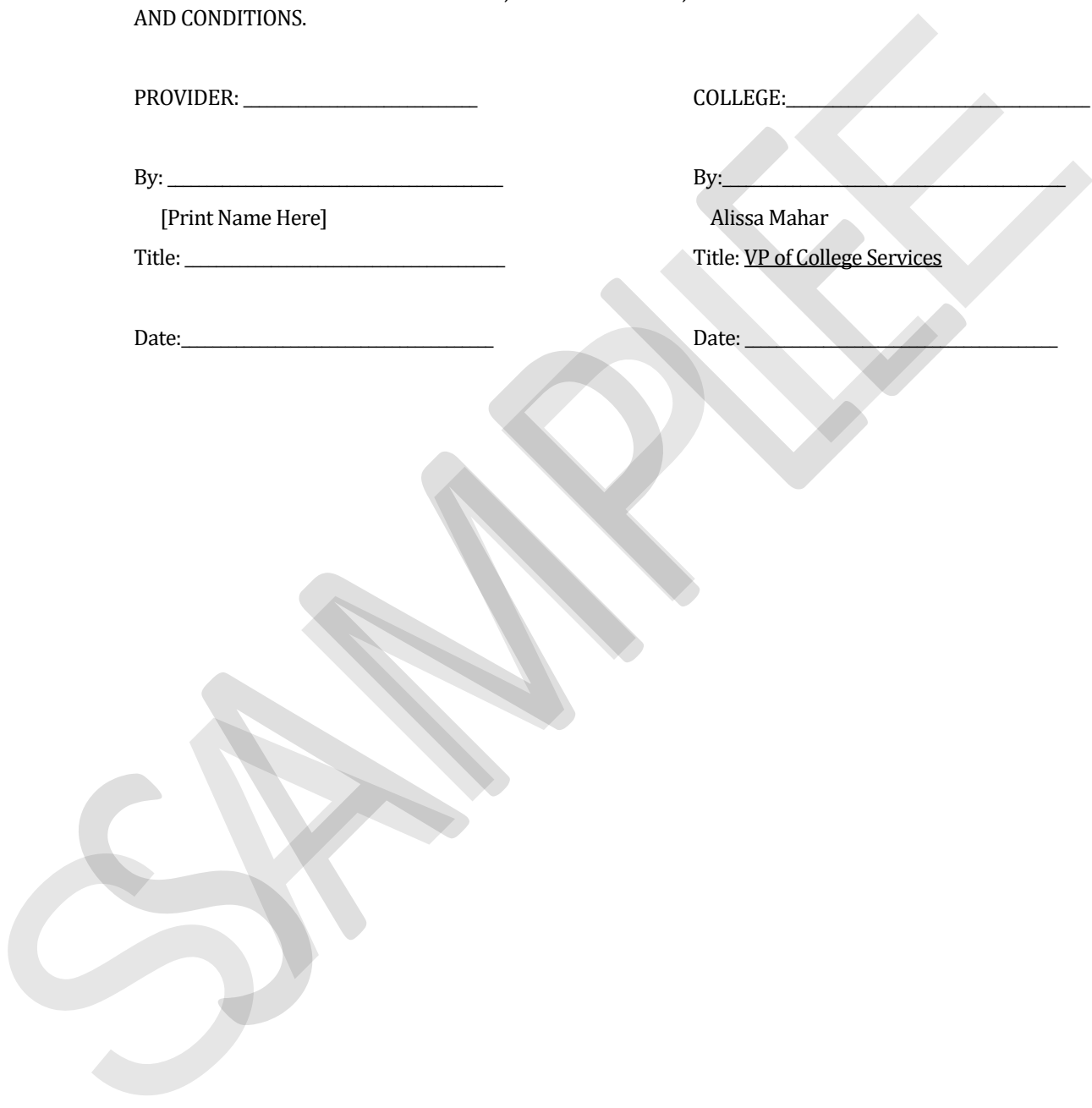
Alissa Mahar

Title: _____

Title: VP of College Services

Date: _____

Date: _____



**Exhibit B – RATE
SCHEDULE**

| Service Category A: Organizational/Process Improvement & Change Management | |
|--|-------------|
| Key Person Level | Hourly Rate |
| Master Level | |
| Mid-Level | |
| Entry Level | |

| Service Category B: Conflict Management | |
|---|-------------|
| Key Person Level | Hourly Rate |
| Master Level | |
| Mid-Level | |
| Entry Level | |

| Service Category C: Training, Coaching, Professional Development | |
|--|-------------|
| Key Person Level | Hourly Rate |
| Master Level | |
| Mid-Level | |
| Entry Level | |

| Service Category D: Facilitation | |
|----------------------------------|-------------|
| Key Person Level | Hourly Rate |
| Master Level | |
| Mid-Level | |
| Entry Level | |

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS:

Provider shall obtain at Provider's expense the insurance specified in this Exhibit A prior to performing under this Price Agreement and shall maintain it in full force and at its own expense throughout the duration of this Price Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Provider shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to College. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Provider shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Provider, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Provider shall require and ensure that each of its subcontractors complies with these requirements, if Provider is a subject employer, as defined in ORS 656.023, Provider shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Provider is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required **Not required**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the College. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000,

AUTOMOBILE LIABILITY INSURANCE:

Required **Not required**

Automobile Liability Insurance covering Provider's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

Required Not required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Price Agreement by the Provider and Provider's subcontractors, agents, officers or employees in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Provider shall provide Tail Coverage as stated below.

POLLUTION LIABILITY:

Required Not required

Pollution Liability Insurance covering Provider's or appropriate sub-contractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Provider, all arising out of the Goods delivered or Services (including transportation risk) performed under this Price Agreement is required. Combined single limit per occurrence shall not be less than \$1,000,000. Annual aggregate limit shall not be less than \$2,000,000.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Provider's or sub-contractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Provider that arise from the Goods delivered or Services (including transportation risk) performed by Provider under this Price Agreement is also acceptable.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED:

The Commercial General Liability insurance and Automobile liability insurance required under this Price Agreement must include an additional insured endorsement specifying Clackamas Community College, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Provider's activities to be performed under this Contract. Coverage shall be primacy and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Provider shall 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 this Contract, for a minimum of 24 months following the later of (i) Provider's completion and College's acceptance of all Services required under this Contract, or, (ii) College or Provider termination of contract, or, (iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Provider shall provide to College Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list Clackamas Community College, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of

Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance College has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Provider or its insurer. must provide at least 30 days' written notice to College before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Provider agrees to periodic review of insurance requirements by College under this agreement and to provide updated requirements as mutually agreed upon by Provider and College.

ACCEPTANCE:

All insurance providers are subject to College acceptance. If requested by College, Provider shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to College's representatives responsible for verification of the insurance coverages required under this Section 4.