

Exhibit 2 – Service Order Process

This Exhibit 2 is a guidance document for Contractor and Authorized Purchasers to assist them with the process that should be followed in drafting, issuing, and executing an Ordering Instrument.

1. Purchase Orders:

Authorized Purchasers will order Services using Purchase Order Form (attached to the Price Agreement as Exhibit 3) when the Services being requested are infrequent or for a specific assignment that is not subject to complex service needs, or a single assignment. If using a Purchase Order to purchase Contractor's Services, Authorized Purchasers that are State Agencies must use a form of Purchase Order as prescribed in Price Agreement Section 5.1, Purchase Orders, and Exhibit 3, Template/Sample Purchase Order, of this Price Agreement. Authorized Purchasers that are not agencies of the State may use their own purchase order forms. An executed Purchase Order forms a binding enforceable contract that is subject to the terms and conditions of this Price Agreement.

2. Service Order Contracts:

Authorized Purchasers with frequent, recurring, or complex service needs will enter into Service Order Contracts (attached to the Price Agreement as Exhibit 4 with Contractors to memorialize the specific Authorized Purchaser's service delivery requirements. If and when an Authorized Purchaser enters into Service Order Contract ("SOC"), that SOC forms a binding and enforceable contract, for Contractor's Services and are subject to, by incorporation therein, the terms and conditions of this Price Agreement. Authorized Purchasers that utilize a SOC to engage Contractor's services must use a form of Service Order Contract as prescribed in Section 5.2, Service Order Contracts, and Exhibit 4, Sample Service Order Contract, to the Price Agreement.

3. Contractor Selection:

Authorized Purchasers will select Contractors based on the following process:

- 4.1 Identify the potential Contractors that are qualified to provide the general Transcription Services being sought;
- 4.2 Select, from the group identified in step 4.1 above, the Contractors that can meet the Service delivery schedules;
- 4.3 Select, from that group, the potential Contractors that can provide the specific Transcription Services being sought, e.g. have the requisite experience, skills, and certification required by Authorized Purchaser's needs;
- 4.4 Select, from that group, Contractors with the lowest and best cost options, e.g. lowest rates, volume discounts, most value to cost ratio.
- 4.5 Authorized Purchaser may then select, from the group identified in step 4.4 above, the Contractor that best suits the needs of the Authorized Purchaser. In making its selection, the Authorized Purchaser, consider other criteria that relate to particular service engagements. In the event Authorized Purchasers desire to consider other criteria Authorized Purchasers may obtain the information relevant to the criteria by interviewing, or otherwise requesting the information from, the Contractor. Other criteria that Authorized Purchasers may wish to consider includes, without limitation, and in no particular order, the following:
 - Resumes of Key Persons;

- Contractor's ability or strategy to meet or exceed Oregon Statewide Information Security Standards.
- Contractor's ability or strategy to meet or exceed Authorized Purchaser Criminal Justice Information System (CJIS) requirements.
- Contractor's experience as it relates to the Oregon Requirements Template for Moderate Plus Systems based upon State of Oregon Data Classification level and according to the Statewide Information and Cyber Security Standards.
- Contractor's SOC 2 Type II Certification.
- Contractor's FedRAMP Certification.
- The Contractor's qualifications to perform or address any unique, tasks or circumstances;
- The Contractor's specialized experience in Transcription assignments similar to those sought to be filled by the Authorized Purchaser;
- The Contractor's process, policy or procedure for addressing Authorized Purchasers' complaints of non-compliance to Transcription practices, professional ethics and protocols;
- The Contractor's geographic location that would be most advantageous to the Authorized Purchaser or to the effectiveness of the Contractor's performance of the Services to be requested; and
- The Contractor's past performance under other service engagements and its performance under any awarded Price Agreement of Services for other Authorized Purchasers in terms of:
 - (i) producing quality work;
 - (ii) ability to meet delivery schedules;
 - (iii) effectiveness of communication and coordination with Authorized Purchasers; and
 - (iv) efficiency in provision of individuals with the targeted qualifications.

4. Other Service Ordering and Administrative Process Obligations of Authorized Purchasers

- 4.1** Authorized Purchasers shall include specific Service delivery details in the selected Ordering Instrument being certain to detail any negotiated rates, Services, or combination of promised Services (See also Exhibit 1 to the Price Agreement).

Service delivery details include but would not be limited to the following;

- (i) Any negotiated rates.
- (ii) Information Security requirements specific to Authorized Purchaser's transcriptions.
- (iii) Any insurance requirements beyond those established by the Price Agreement.
- (iv) Any particular Authorized Purchaser required documents.
- (v) Any particular Authorized Purchaser workflow or process requirements.

- (vi) Any particular Authorized Purchaser Federal Terms and Conditions.
- 5.2** Authorized Purchasers must document their compliance with selection process set forth in this Exhibit 1 and retain such document in the contract file. At an Authorized Purchasers' option, the AP may further evaluate specialized skills and abilities of Contractor before issuing a Purchase Order or Service Order Contract.
- 5.3** Authorized Purchasers will negotiate and coordinate directly with the selected Contractors for execution of the Ordering Instrument for the required work.
- 5.4** Authorized Purchaser's shall pay for Contractor's Services only when performed under an Ordering Instrument that has been executed by both Contractor and Authorized Purchaser. Payment for Services and equipment will only be made after performance of the Services.
- 5.6** Due to the fact that Purchase Orders and fully executed Service Order Contracts are binding Contracts between Authorized Purchasers and Contractor, Authorized Purchasers must upload a copy of all Purchase Orders and executed Service Order Contracts to the OregonBuys.
- 5.7** Service Order Contracts may be emailed or faxed back and forth between and among Authorized Purchasers, Contractor, and any other persons required to sign the Service Order Contract.

5. Amendments.

- 6.1** DAS has determined that during the term of a Service Order Contract, an Authorized Purchaser may need to amend some of the provisions related to the following categories:
 - (i) Amendments to the Statement of Services of a Contract to add Services within the scope of the Agreement, and the Contract;
 - (ii) Amendments to increase the maximum, not-to-exceed compensation payable to Contractor, in order to cover the cost of new or additional Services added to the Contract;
 - (iii) Amendments to delete Services from the Statement of Work of a Contract;
 - (iv) Amendments to decrease the maximum, not-to-exceed compensation payable to Contractor;
 - (v) Amendments to extend the term of a Contract;
 - (vi) Amendments to change rates, but only in accordance with Price Agreement Section 6 of the Price Agreement; or
 - (vii) Amendments to incorporate or accommodate special federal regulations or changes in applicable law that apply to the Service engagement or its funding.
- 6.2** Upon identification of any of the circumstances set forth above requiring an amendment to a Contract, the parties may enter into negotiations regarding the proposed amendment to the applicable Contract. All amendments must comply with Section 8 of the Price Agreement.